

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.259
Agenda No. 10.A
Approved: APR 23 2014
TITLE:



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL
adoption of the following resolution:

offered and moved

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2014 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period; and,

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2014 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above; and,

WHEREAS, there was an error on the temporary budget resolution on March 26, 2014 and the total should have read \$341,410,996.90; and

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2014 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$342,296,303.90**

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the aforementioned statutes;

1. An emergency temporary appropriation is hereby created for:

	FROM:	TO:
30-471 Prior Year Bills	\$1,925	\$3,917
Town Hall Meeting	\$0	\$500
CSBG	\$304,519	\$877,334
CSBG Second Change Initiative	\$0	\$310,000
TOTAL INCREASE:		\$885,307

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2014 Municipal Budget.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ET (Resolution Authorizing an Emergency Temporary Appropriation)

Initiator

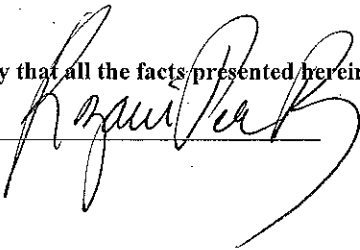
Department/Division	Administration	Budget
Name/Title	Rozani Pelc-Penteado	Principal Account Clerk
Phone/email	201-547-4964	PelcR@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To increase the temporary budget citywide to cover expenses as well as include new grants received

I certify that all the facts presented herein are accurate.



April 16, 2014

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.260

Agenda No. 10.B

Approved: APR 23 2014

TITLE:



Resolution

Honoring Darice Toon on the Occasion of Her Retirement

WHEREAS, on May 7, 1984, Darice Toon began her career with the City at the Department of Health and Human Services (formerly, the Department of Human Resources); and

WHEREAS, in 1994 Darice Toon was transferred from the Department of Health and Human Services to the Department of Housing, Economic Development and Commerce in the Division of Community Development (formerly, Office of Grants Administration and Compliance); and

WHEREAS, Darice has served as Director of Jersey City's Division of Community Development since 2000 and was responsible for administering and directing federal, state and local funds totaling in excess of \$15 million annually. As a result of her efforts, well over \$150 million have been invested in various affordable housing, social service, public facility, capital improvement and special needs projects. She has been able to accomplish this by advising and consulting with public officials, federal and state representatives, private organizations and autonomous agencies; and

WHEREAS, during Darice's tenure as Director of Community Development, she has assisted various non-profit organizations to improve the quality of life for Jersey City residents. She has been instrumental in facilitating the development of over 1,500 affordable housing units. Under Darice's leadership, over 115 families have realized their dream of homeownership under the City's First Time Homebuyer Program. Darice was committed to using her community development expertise to help make Jersey City a better place to live for residents; and

WHEREAS, Ms. Toon served as Commissioner for the Jersey City Housing Authority from 2008 through April 2012 and concluded her tenure at the Housing Authority by serving as Vice Chairperson. She is currently affiliated with various professional organizations including the New Jersey Community Development Director's Association (Vice President), Affordable Housing Professionals of New Jersey, Housing and Community Development Network of New Jersey and others; and

WHEREAS, Darice is an active member of Delta Sigma Theta Sorority, Inc. and currently serves as Co-Chairperson of Central Jersey Alumnae Chapter's Social Action Committee. She is also actively involved in the community through volunteer efforts including serving as House Captain for Rebuilding Together Jersey City for the past five (5) years, serving as Chairperson for Central Jersey Alumnae Chapter's first ever Women Build project undertaken by the Greater Plainfield Habitat for Humanity Chapter. She also participates in other efforts involving raising funds and volunteering for important causes such as the Making Strides Against Breast Cancer Walk.

AND WHEREAS, Darice Toon is retiring from the City of Jersey City on May 1, 2014 after thirty (30) years of dedicated service. **NOW, THEREFORE, BE IT RESOLVED**, that the City does hereby honor Darice Toon on the occasion of her retirement and wishes her happiness and success in her future endeavors.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.261

Agenda No. 10.C

Approved: APR 23 2014

TITLE: **Resolution Honoring Jan Nordland**



WHEREAS, Jan Nordland is a pillar in the Hamilton Park neighborhood, where she has worked for the benefit of our community in front of and behind the scenes for many years; and

WHEREAS, in her position as 1st Vice President of the Hamilton Park Neighborhood Association (HPNA) for the last 4 years, Jan almost single-handedly, expanded the Farmers Market from 4 vendors to 24 vendors. The Farmer's Market has become a major event for the HPNA. This market also gives much needed publicity to Jersey City non-profit organizations by giving a table space every week to a different organization; and

WHEREAS, Jan organized the Greens Group, volunteers who worked in the gardens after the Hamilton Park renovation. She had very much become the steward of the beloved park and could often be found scrubbing the fountain and cleaning debris; and

WHEREAS, Jan Nordland was the liaison with the Department of Public Works, Division of Parks and Forestry and reported broken playground and park equipment. When saw the need for garbage cans, rakes and scoops, and plastic bags for the dog runs, with HPNA Board approval, she went supplied the dog run equipment; and

WHEREAS, Jan Nordland represented the HPNA with the JC Parks Coalition and was one of three co-signers in the Adopt-a-Lot program for the John DiSalvo Garden in Enos Jones Park located on Brunswick Street. She participated in the creation of a lovely garden next to the playground. During the JC Parks Coalition's Big Digs, Jan was Captain for the Hamilton Park location and was a whirlwind in rounding up, organizing and training the volunteers for the bulb plantings in the Park; and

WHEREAS, Jan began her activism as a Blockwatcher with the Downtown JC Watch because many of her neighbors confided to her their observations of unlawful events in the area. Jan created a close relationship with the East District and was able to forward this information to our JCPD Community Officer resulting in a safer community; and

WHEREAS, Jan safely crossed pedestrians as a school crossing guard at the dangerous intersection of Luis Marin Boulevard and 9th Street, a location that previously had two crossing guards assigned because of the size of the intersection and the volume and speed of the traffic; and

WHEREAS, Jan was recognized for her community service and honored as a Woman of Action by former councilman Steven Fulop who now serves as the Honorable Mayor.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Jan Nordland for her love, dedication and hard work for the City of Jersey City. She loves her community and shows it, not just in words, but by her compassionate actions.

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APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.262

Agenda No. 10.D

Approved: APR 23 2014

TITLE:



Resolution Honoring the Tau Delta Chapter of Tau Kappa Epsilon

WHEREAS, the Tau Kappa Epsilon (TKE) fraternity was founded on January 10, 1899 by Charles Roy Atkinson, Clarence Arthur Mayer, James Carson McNutt, Joseph Lorenzo Settles, and Owen Ison Truitt at Illinois Wesleyan University. The founders sought to establish a fraternity where membership would be based on personal worth and character rather than wealth, rank or honor. Currently, the organization has chapters in the United States, Canada, and an affiliation with a German fraternity system known as the Corps of the Weinheimer Senioren-Convent. There are 292 active TKE chapters and colonies throughout the United States and Canada, making it the largest fraternity in terms of chapters established; and

WHEREAS, the primary symbol of the Fraternity is the equilateral triangle. It appears proudly upon the Fraternity's badge, upon its Coat-of-Arms, and upon the Fraternity flag. Equal-sided, representing the striving toward a full and equal development of mind, body, and heart, it means much within ranks of our Fraternity. It also serves as a reminder of the early days of the Fraternity and the traditions established by its founders, since the first three chapters of Tau Kappa Epsilon, which supplied the foundations for its growth, formed an equilateral triangle in their geographical relationship; and

WHEREAS, the Tau Delta chapter of TKE at New Jersey City University was founded in 1989 and chartered in 1993, and has since, initiated more than 200 men of sterling character who firmly believe they are better men for a better world. The Tau Delta chapter is currently ranked second out of thirteen chapters in the State of New Jersey and is known for its charitable contributions, particularly to the Saint Jude's Cancer Research Center.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby acknowledge and commend the members of the Tau Delta chapter of Tau Kappa Epsilon for being positive role models, performing charitable services and exercising good citizenship which have contributed toward building a greater and better Jersey City. We wish them continued success in the future.

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APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Joanne Monahan
707 Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9.0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.263
Agenda No. 10.E
Approved: APR 23 2014
TITLE:



RESOLUTION REAPPOINTING VERONICA PARK AS A MEMBER OF THE JERSEY CITY MEDICAL CENTER BOARD OF TRUSTEES

**COUNCIL
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

WHEREAS, the governance agreement between the City of Jersey City and the Jersey City Medical Center provides that the Center shall be managed by a board of trustees consisting of twenty-one members, three of whom shall be appointed by the City of Jersey City; and

WHEREAS, the Honorable Steven M. Fulop, Mayor has by letter dated April 16, 2014, reappointed **Veronica Park**, of 230 Seventh Street, Jersey City, New Jersey, as a trustee of the **Jersey City Medical Center Board**, for a term to commence upon adoption of this resolution and expire December 31, 2015.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the reappointment of **Veronica Park** be approved as a trustee of the of the **Jersey City Medical Center Board** for the above mentioned term.

sjg

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

Report of Directors
8.a
Meeting 04.23.14

April 16, 2014

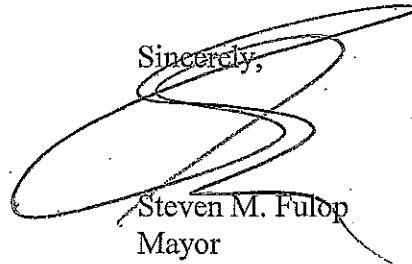
President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Dear Council President and Members,

Kindly be advised that I have reappointed **Veronica Park** of 230 Seventh Street, Jersey City, New Jersey as a member of the **Jersey City Medical Center Board of Trustees**. Ms. Park's term will commence upon the adoption of a resolution and will expire on December 31, 2015.

I respectfully request your advice and consent to this appointment.

Sincerely,



Steven M. Fulop
Mayor

c: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Paul R. Murphy, Jersey City Medical Center (L.H.S.)
Muhammed Akil, Chief of Staff, Mayor's Office
Nancy Warlikowski, Mayor's Office
Veronica Park

OFFICE OF THE MAYOR
CITY HALL
280 GROVE STREET
JERSEY CITY, NJ 07302

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV

Veronica Park

SENIOR BUSINESS AND OPERATIONS EXECUTIVE

Seasoned retail executive with 20+ years in progressive positions of business and market development

High-integrity, results-oriented entrepreneurial leader known for ability to develop, replicate, strengthen and scale operations on a regional, national and international basis. Proven ability to cultivate strategic partnerships, negotiate contracts, improve operational efficiency & productivity, collaborate and create alignment & consistency among teams.

- Creates a Compelling Future
- Inspires and Develops Talent
- Drives Business Performance
- Delivers Results
- Possess a Passion for Service
- Organizational Savvy

LEADERSHIP EXPERIENCE

STARBUCKS COFFEE COMPANY

1991 – Present

District Manager

- Responsible for hiring, training and development of 250+ employees while consistently improving financial health, YOY growth and expansion of the Brand.

Starbucks Coffee International – Business Operations Consultant – Budapest, Hungary

- Implemented and led strategy for new market opening in EMEA including real estate, human resources, marketing, logistics and operations.

Regional Business Alliances Manager

- Grew this segment of business 24% YOY through perseverance and development of high performing teams in Mid-Atlantic and NE Regions.

National Licensed Sales Manager

- Identified, qualified, and grew over 30 new licensed locations in College & University, Healthcare, Business & Industry, and Casino's along the Eastern Seaboard.

Starbucks Coffee International – Singapore & Philippines

- Opened Asia Pacific Operations.
- Received "Pioneer Award" for accomplishments.

STEVEN FULOP MAYORAL CAMPAIGN

2011 – 2013

- Inauguration Committee Chair – Coordinated July 1, 2013 Inauguration Day.
- Finance Director – Specialized in fundraising including low dollar, high dollar, in-home and multi-cultural events.

BAREBURGER – Advisory Board Member

2011 – Present

- Provide business acumen expertise in all areas of execution and expansion.
- Core member presenting to Venture Capital Groups for future funding.

YO MON YOGURT – Business Consultant

2011 – Present

- Create and maintain monthly P&L and ongoing operational support.
- Negotiate leases and consult on franchise expansion.

HAMILTON SQUARE – Neighborhood Consultant

2006 – 2008

- Established viable potential local business ventures.
- Negotiated contracts and leases.

EDUCATION

Bachelor of Arts, Drama, Minor in English, University of Washington, Seattle, Washington
St. Jean A La Croix, St. Quentin, France – Fluent in French

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.264

Agenda No. 10.F

Approved: APR 23 2014

TITLE:



RESOLUTION APPOINTING LENORA BROWN AS THE NEW CUSTODIAN OF THE PETTY CASH FUND FOR THE MAYOR'S OFFICE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, pursuant to N.J.S.A. 40A:5-21, Lenora Brown, Assistant to the Deputy Mayor in the Mayor's Office has been appointed as the new custodian of the petty cash fund: and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that Lenora Brown is hereby appointed custodian of the petty cash fund of the Mayor's Office. This petty cash has been established in accordance with the rules and regulations of the Director of Local Government Services and shall not exceed the sum of One Thousand (\$1,000.00) Dollars.

sjg

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

April 4, 2014

Council President Rolando Lavarro
Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, N.J. 07302

RE: Petty Cash Custodian for Mayor's Office

Dear Members of the Municipal Council:

Kindly be advised that I am appointing Lenora Brown, Assistant to the Deputy Mayor to serve as the Petty Cash Custodian replacing Joanne Eichenbaum who has been transferred to a new position.

If you require additional information, please do not hesitate to contact me.

Sincerely,


Muhammed Akil
Chief of Staff

cc: Steven Fulop, Mayor
Jeremy Farrell, Corporate Counsel
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk

OFFICE OF THE MAYOR
CITY HALL
280 GROVE STREET
JERSEY CITY, NJ 07302

P: 201 547 5200
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Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.265

Agenda No. 10.6

Approved: APR 23 2014

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO POLLING PLACE AGREEMENTS WITH THE HUDSON COUNTY BOARD OF ELECTIONS

COUNCIL AS A WHOLE, offered and moved adoption of the following resolution:
WHEREAS, the following elections shall take place in Jersey City on the dates specified below:

Primary Election - June 3, 2014
General Election - November 4, 2014
School Board Election - November 4, 2014

WHEREAS, it is the duty of the Hudson County Board of Elections to designate various sites as polling places; and

WHEREAS, the Hudson County Board of Elections has so designated the following sites in Jersey City for the above elections:

C Ward, 31st District, 816 Summit Avenue
D Ward, 21st District, 816 Summit Avenue

WHEREAS, pursuant to N.J.S.A. 40A:12-14(b), it is necessary for the City of Jersey City to enter into license agreements with the Hudson County Board of Elections for the use of the above-mentioned sites.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The following sites have been designated as polling places:

C Ward, 31st District, 816 Summit Avenue
D Ward, 21st District, 816 Summit Avenue

2. The Hudson County Board of Elections in consideration for the use of said sites shall pay the City of Jersey City of Jersey City One Hundred Fifty Dollars (\$150.00) per site.

3. The Mayor or the Business Administrator is hereby authorized to execute said license on behalf of the City of Jersey City and to take such steps as may be necessary to effectuate the purposes of this resolution.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.266

Agenda No. 10.H

Approved: APR 23 2014

TITLE:



RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FUNDS FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FY 2014 TRANSPORTATION ALTERNATIVES PROGRAM

COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the New Jersey Department of Transportation (NJDOT) is administering the FY 2014 Transportation Alternatives Program to fund "non-traditional" projects that strengthen the cultural, aesthetic, and environmental aspects of the intermodal transportation system and that have the potential to create a transportation experience beyond normal expectations, including the provision of facilities for pedestrians and bicycles; and

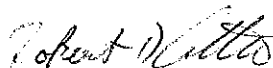
WHEREAS, the Division of City Planning desires to submit an application to the NJDOT for the FY 2014 Transportation Alternatives Program for \$1 million in grant funding to construct the portions of The Morris Canal Greenway through Berry Lane Park as well as between Berry Lane Park and Ercell Webb Park; and

WHEREAS, The Morris Canal Greenway will provide pedestrian and bicycle access to Berry Lane Park and Ercell Webb Park, promote healthier lifestyles by providing a facility for recreation and non-automotive means of travel, and celebrate the historic significance of The Morris Canal; and

WHEREAS, the proposed project will include construction of a sidewalk along Garfield Avenue, landscaping, and a shared-use path adjacent to Garfield Avenue in Berry Lane Park, which will advance the completion of the 17-acre open space.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The City of Jersey City authorizes the submission of the grant application for the construction of The Morris Canal Greenway at a cost of \$1 million with no local match requirement.



Robert D. Cotter, FAICP, PP
Planning Director

APPROVED: 

APPROVED: 

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☒

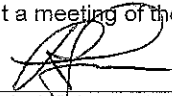
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FUNDS FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FY 2014 TRANSPORTATION ALTERNATIVES PROGRAM

Initiator

Department/Division	HEDC/City Planning	
Name/Title	R. Cotter, PP, FAICP, Director	Naomi Hsu, PP, AICP, Senior Planner
Phone/email	201-457-5050; bobbyc@icnj.org	201-547-5021; hsun@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

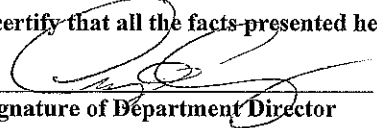
Resolution Purpose

The purpose of this resolution is to support an application to the New Jersey Department of Transportation (NJDOT) FY 2014 Transportation Alternatives Program for \$1 million in grant funding for the construction of The Morris Canal Greenway through Berry Lane Park and between Berry Lane Park and Ercell Webb Park. There is no local match requirement.

Through Berry Lane Park, the proposed project will construct the sidewalk on the eastern side of Garfield Avenue, landscaping, and a shared-use path for pedestrians and bicyclists along the western edge of the park in close proximity to the former right-of-way of The Morris Canal. The proposed project will construct a sidewalk, shared-use path, and landscaping on the western side of Berry Lane, the stub street on the north side of the park. The shared-use path will be extended along a corridor adjacent to The Morris Canal alignment from the end of Berry Lane (at Communipaw Avenue) through Whitlock Cordage to Ercell Webb Park. The total length of this section of The Morris Canal Greenway (i.e., the shared-use path) is approximately 0.7 mile.

The construction of The Morris Canal Greenway will support walking and bicycling, provide access to Berry Lane Park, connect two open spaces in Bergen-Lafayette via an off-road greenway, highlight the significance of the historic Morris Canal, and contribute to the amount of open space in Jersey City. The Morris Canal Greenway is listed in the Recreation and Open Space Master Plan as well as the Circulation Element of the Master Plan.

I certify that all the facts presented herein are accurate.


Signature of Department Director

4/10/14
Date

**Department of Housing, Economic Development & Commerce
Division of City Planning**



Inter-Office Memorandum

DATE: April 10, 2014
TO: Jeremy Farrell, Corporation Council
FROM: Naomi Hsu, AICP, PP, Senior Planner, DCP *ME*
CC: Robert D. Cotter, FAICP, PP, Director, DCP
SUBJECT: FY 2014 Transportation Alternatives Program Resolution and Fact Sheet for April 23 City Council Meeting

Attached is a resolution entitled

**RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FUNDS
FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FY 2014
TRANSPORTATION ALTERNATIVES PROGRAM**

The purpose of this resolution is to support an application to the New Jersey Department of Transportation (NJDOT) FY 2014 Transportation Alternatives Program for \$1 million in grant funding for the construction of The Morris Canal Greenway through Berry Lane Park and between Berry Lane Park and Ercell Webb Park. There is no local match requirement. As with all federally funded programs, funds will be disbursed on a reimbursement basis.

Through Berry Lane Park, the proposed project will construct the sidewalk on the eastern side of Garfield Avenue, landscaping, and a shared-use path for pedestrians and bicyclists along the western edge of the park in close proximity to the former right-of-way of the historic Morris Canal. Along the western edge of Berry Lane, the stub street on the north side of the park, the proposed project will construct a sidewalk, shared-use path, and landscaping. The landscaped shared-use path will be extended from the end of Berry Lane (at Communipaw Avenue) through Whitlock Cordage to Ercell Webb Park along a corridor adjacent to The Morris Canal alignment. The total length of this continuous section of The Morris Canal Greenway (i.e., the shared-use path) is approximately 0.7 mile.

I have coordinated with the Grants Office as well as with Deputy Mayor Brady Phillips. I am working with Ben Delisle from the Jersey City Redevelopment Agency to prepare the application, which is due May 15, 2014. Not only would this project represent the first segment of The Morris Canal Greenway constructed per the recommendations of the City's *Morris Canal Greenway Plan* (completed in 2013), it would also advance the completion of Berry Lane Park.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.267

Agenda No. 10.1

Approved: APR 23 2014



TITLE:

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO GREENE STREET BEGINNING NOON AND ENDING 9:00 P.M. SUNDAY, JUNE 1, 2014 AT THE REQUEST OF THE CUBAN PARADE OF NEW JERSEY/CUBAN INTERNATIONAL FESTIVAL FOR THE PURPOSE OF A CUBAN INTERNATIONAL FESTIVAL

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from the Cuban Parade of New Jersey/Cuban International Festival to close both Exchange Place and Montgomery Street from Hudson Street to Greene Street beginning Noon and ending 9:00 p.m. Sunday, June 1, 2014 for the purpose of a Cuban International Festival; and

WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;


WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-73 and Section 122-8 be waived; and

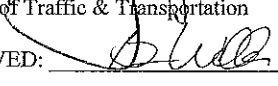
WHEREAS, the request to close both Exchange Place and Montgomery Street does not meet one or more of the requirements set forth in Sections 296-71(A)(B)(C)(D), 296-73(D) and Section 122-8(A) as the event is sponsored by a non-resident and more than one block at a time will be closed; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-73 and 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place and Montgomery Street from Hudson Street to Greene Street beginning Noon and ending 9:00 p.m. Sunday, June 1, 2014.

JDS:pcl
(04.03.14)

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Director,
Architecture, Engineering, Traffic and Transportation

APPROVED: _____

Director, Dept. of Public Works
APPROVED:  4-14-14
Business Administrator

APPROVED AS TO LEGAL FORM


701 Corporation Counsel

Certification Required ☐

Not Required ☒

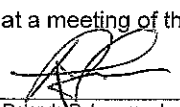
APPROVED 9-0

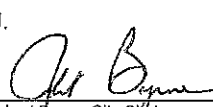
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO GREENE STREET BEGINNING NOON AND ENDING 9:00 P.M. SUNDAY, JUNE 1, 2014 AT THE REQUEST OF THE CUBAN PARADE OF NEW JERSEY/CUBAN INTERNATIONAL FESTIVAL FOR THE PURPOSE OF A CUBAN INTERNATIONAL FESTIVAL

Initiator

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Emilio del Valle on behalf of the Cuban Parade of New Jersey/Cuban International Festival, 300 45 St, Union City, NJ 201.240.6145	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcni.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The resolution authorizes closing both Exchange Place and Montgomery Street from Hudson Street to Greene Street from Noon to 9:00 p.m. on Sunday, June 1, 2014 for the purpose of a Cuban International festival.

The street closing will be at no cost to the City.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

5-4-14

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: EXCHANGE PL
MONTGOMERY ST from HUDSON ST to GREENE ST

PURPOSE OF EVENT: Cuban International Festival

BEGINS: Noon
ENDS: 9PM
Sunday, June 1, 2014

APPLICANT: Emilio del Valle

ORGANIZATION : Cuban Parade of New Jersey/Cuban International Festival

ADDRESS: 300 45 St

CITY, STATE, ZIP: Union City NJ 07087

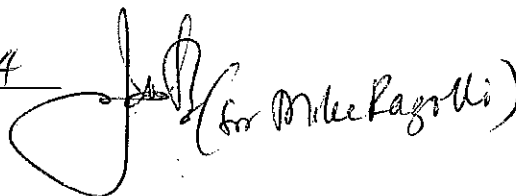
PHONE #: 201.240.6145

BEING WAIVED: More than one block at a time closed, nonresident

APPROVED 

DATE

8/21/14

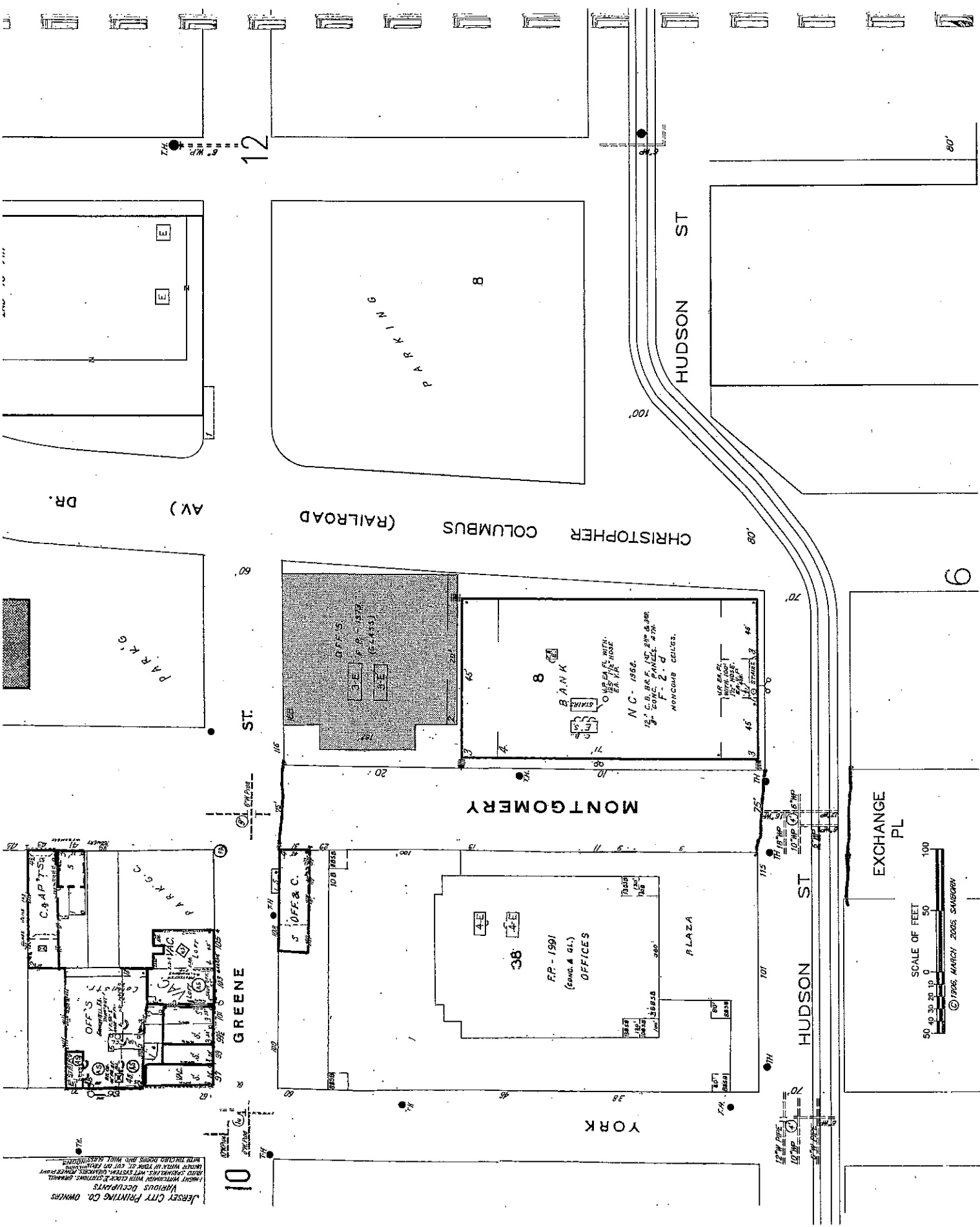
 (for Mike Pagli)

DENIED

DATE

PLEASE REVIEW WITH ME

DATE



Jersey City Printing Co. Owners
Various Occupants
1. HARRY WORTLANDT WITH ASSISTANT, DESIGNER, POWER PLANT
2. ANDREW WORTLANDT WITH ASSISTANT, DESIGNER, POWER PLANT
3. WITH TOWNSEND, ROGERS AND WILL, KANSAS CITY

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.268

Agenda No. 10.J

Approved: APR 23 2014



TITLE: A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), OGDEN AVENUE FROM GRIFFITH STREET TO BOWERS STREET BEGINNING NOON AND ENDING 8:00 P.M. SUNDAY, JUNE 1, 2014 (RAIN DATE: SUNDAY JUNE 8, 2014) AT THE REQUEST OF FARMS IN THE HEIGHTS FOR THE PURPOSE OF FARMS IN THE HEIGHTS

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from Farms in the Heights to close Ogden Avenue from Griffith Street to Bowers Street beginning Noon and ending 8:00 p.m. Sunday, June 1, 2014 (rain date: Sunday, June 8, 2014) for the purpose of Farms in the Heights; and

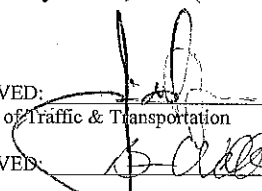
WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions; and

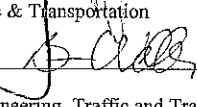
WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Section 296-71 and 296-73 and Section 122-8 be waived; and

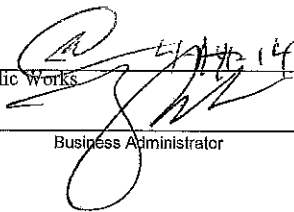
WHEREAS, the request to close Ogden Avenue does not meet one or more of the requirements set forth in Section 296-71 (B)(C)(D) and 296-73(D) and Section 122-8(A) and (B) as the street closing was submitted by a non-resident; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71 and 296-73 and Section 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Ogden Avenue from Griffith Street to Bowers Street beginning Noon and ending 8:00 p.m. Sunday June 1, 2014 (rain date: Sunday, June 8, 2014)


APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Director,
Architecture, Engineering, Traffic and Transportation

APPROVED: 
Director, Dept. of Public Works

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

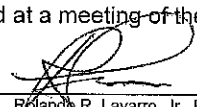
JDS:pcl
(04.03.14)

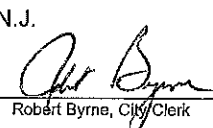
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolanda R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RECREATIONAL EVENT STREET CLOSURE

BLOCK: OGDEN AV from GRIFFITH ST to BOWERS ST

PURPOSE OF EVENT: Farms in the Heights

BEGINS: Noon

ENDS: 8PM

Sunday, June 1 (rain date Sunday, June 8), 2014

APPLICANT: William Tatz

ORGANIZATION : Farms in the Heights

ADDRESS: 134 Ogden Av

CITY, STATE, ZIP: Jersey City NJ 07307

PHONE #: 347.645.3581

BEING WAIVED: Nonresident

APPROVED ✓

DATE 3/21/14

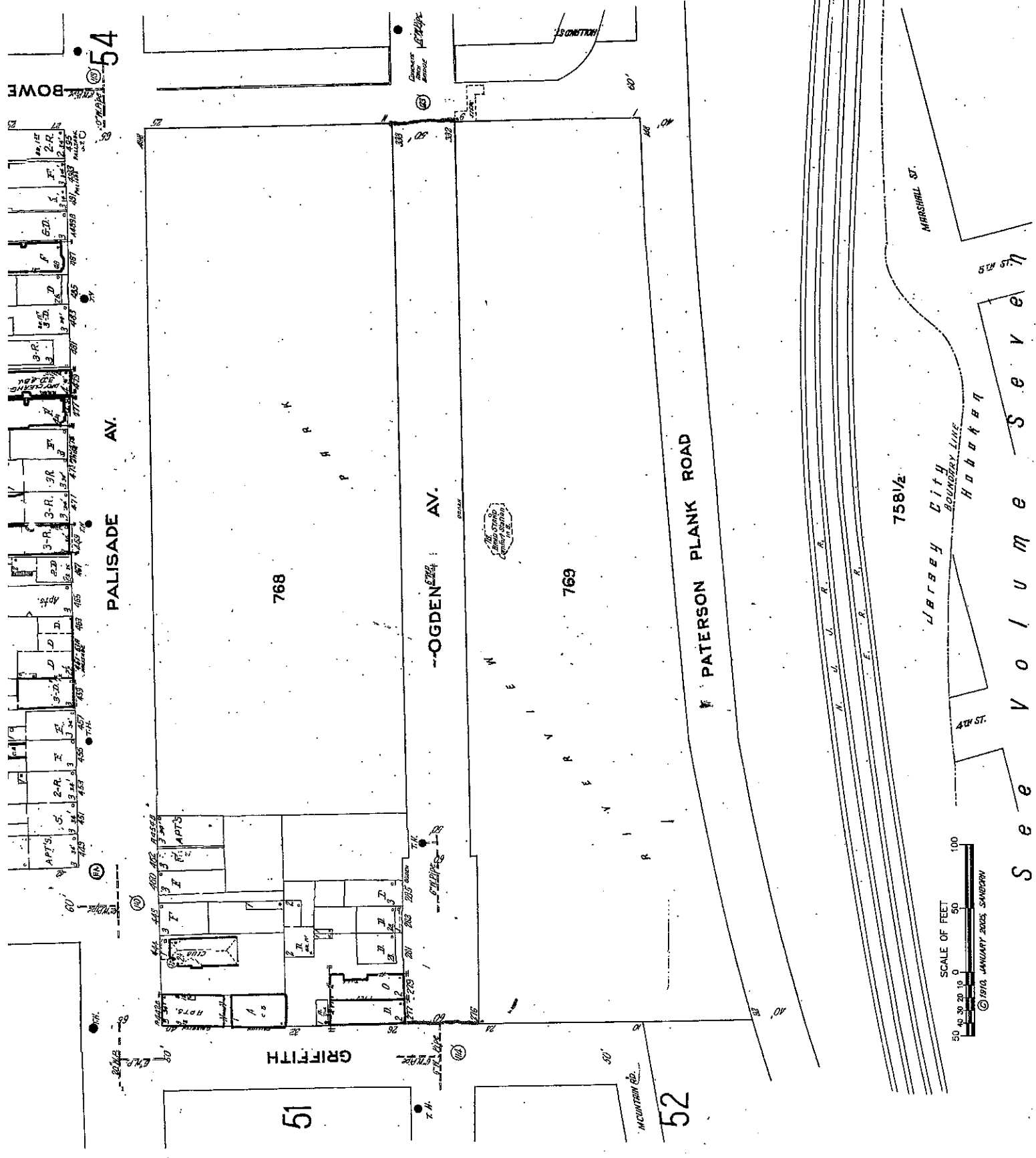
(for Mike Pagolli)

DENIED _____

DATE _____

PLEASE REVIEW WITH ME _____

DATE _____



SCALE OF FEET
50 40 30 20 10 0 50 100
© 1910, JANUARY 2003, SANDOR

See Volume See

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), OGDEN AVENUE FROM GRIFFITH STREET TO BOWERS STREET BEGINNING NOON AND ENDING 8:00 P.M. SUNDAY, JUNE 1, 2014 (RAIN DATE: SUNDAY, JUNE 8, 2014) AT THE REQUEST OF FARMS IN THE HEIGHTS FOR THE PURPOSE OF FARMS IN THE HEIGHTS

Initiator

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request William Tatz on behalf of Farms in the Heights, 134 Ogden Avenue, ICNJ 1.347.645.3581	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@icnj.or

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Authorizing the closing of Ogden Avenue between Griffith Street and Bowers Street on Sunday, June 1, 2014 (rain date: Sunday, June 8, 2014) beginning at Noon and ending 8:00 p.m. for the purpose of Farms in the Heights.

This closing is a Community event and will be at no cost to the City.

I certify that all the facts presented herein are accurate.


Signature of Department Director

4-14-14
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.269

Agenda No. 10.K

Approved: APR 23 2014

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), WHITON STREET FROM MAPLE STREET TO JOHNSTON AVENUE BEGINNING NOON AND ENDING 8:00 P.M. ON SATURDAY, JUNE 28, 2014 AND SATURDAY, AUGUST 16, 2014 AT THE REQUEST OF TEAM WALKER FOR THE PURPOSE OF THE TEAM WALKER BASKETBALL TOURNAMENT

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from Team Walker to close Whiton Street from Maple Street to Johnston Avenue beginning Noon and ending 8:00 p.m. on Saturday, June 28, 2014 and Saturday, August 16, 2014 for the purpose of the Team Walker basketball tournament; and

WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72) and 296-73 and Chapter 122-8 be waived; and

WHEREAS, the request to close Whiton Street, does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D) and 296.73(D) and Chapter 122-8(A) because the request to close Whiton Street was submitted by a non-resident; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that one or more of the requirements set forth in Section 296-71 and 296-73 and Chapter 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Whiton Street from Maple Street to Johnston Avenue from Noon to 8:00 p.m. on Saturday, June 28, 2014 and Saturday, August 16, 2014.

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Director
Architecture, Engineering, Traffic and Transportation

APPROVED: [Signature] 4-4-14
Director, Dept. of Public Works
APPROVED: [Signature]
Business Administrator

JDS:pcl
(04.04.14)

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), WHITON STREET FROM MAPLE STREET TO JOHNSTON AVENUE BEGINNING NOON AND ENDING 8:00 P.M. ON SATURDAY, JUNE 28, 2014 AND SATURDAY, AUGUST 16, 2014 AT THE REQUEST OF TEAM WALKER FOR THE PURPOSE OF THE TEAM WALKER BASKETBALL TOURNAMENT

Initiator

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request Justin Jackson on behalf of Team Walker, 20 Murray Hill Pkwy, Suite 290, E. Rutherford, NJ 07073, 201.939.8601	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Authorizing the closing Whiton Street from Maple Street to Johnston Avenue beginning Noon and ending 8:00 p.m. Saturday, June 28, 2014 and Saturday, August 16, 2014 for the purpose of the Team Walker Basketball tournament.

This closing is a Community event and will be at no cost to the City.

I certify that all the facts presented herein are accurate.

Signature of  Department Director

4-4-14
Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: WHITON ST from MAPLE ST to JOHNSTON AV

PURPOSE OF EVENT: Team Walker basketball tournament

BEGINS: Noon

ENDS: 8PM

Saturday, June 28 and Saturday, August 16, 2014

APPLICANT: Justin Jackson

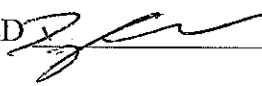
ORGANIZATION : Team Walker

ADDRESS: 20 Murray Hill Pkwy - Suite 290

CITY, STATE, ZIP: E Rutherford NJ 07073

PHONE #: 201.939.8601

BEING WAIVED: Nonresident

APPROVED  **DATE** 4-3-13

DENIED _____ **DATE** _____

PLEASE REVIEW WITH ME _____ **DATE** _____

47

PACIFIC AV.

WHITON

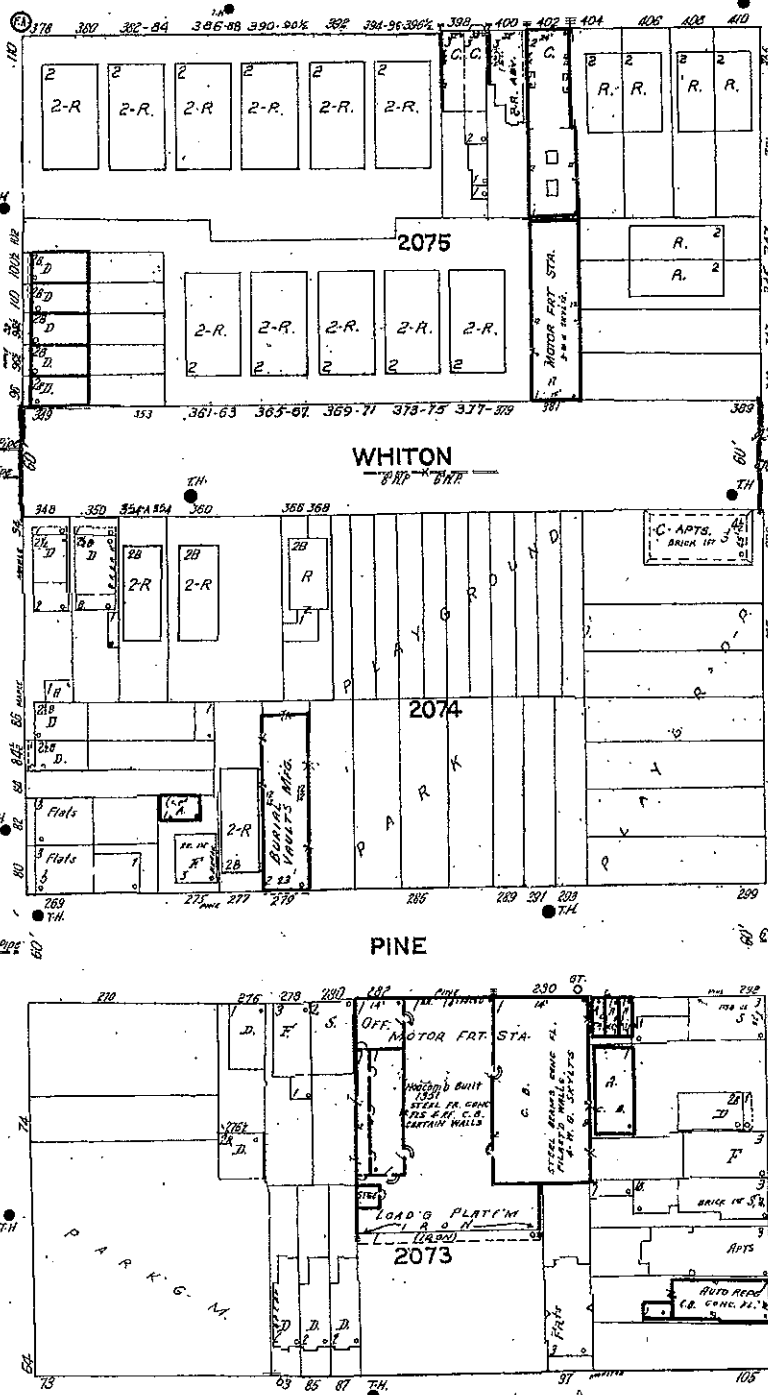
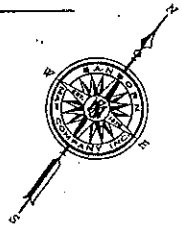
PINE

MONITOR

46

MAPLE

JOHNSTONE

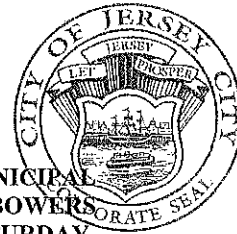


Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.270

Agenda No. 10.1

Approved: APR 23 2014



TITLE: A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), OGDEN AVENUE FROM GRIFFITH STREET TO BOWERS STREET BEGINNING 7:00 A.M. AND ENDING 6:00 P.M. SATURDAY, SEPTEMBER 13, 2014 (RAIN DATE: SUNDAY, SEPTEMBER 14, 2014) AT THE REQUEST OF THE RIVERVIEW NEIGHBORHOOD ASSOCIATION, INC FOR THE PURPOSE OF A COMMUNITY FESTIVAL

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from the Riverview Neighborhood Association, Inc. to close Ogden Avenue from Griffith Street to Bowers Street beginning 7:00 a.m. and ending 6:00 p.m. Saturday, September 13, 2014 (rain date: Sunday, September 14, 2014) for the purpose of a community festival; and

WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

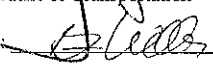
WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Section 296-71, 296-72 and 296-73 and Section 122-8 be waived; and


WHEREAS, the request to close Ogden Avenue does not meet one or more of the requirements set forth in Section 296-71 (B)(C)(D), 296-72(B)(2) and 296-73(D) and Section 122-8(A)(B) and (C) as the street closing was submitted by a non-resident and will start earlier than is permitted; and

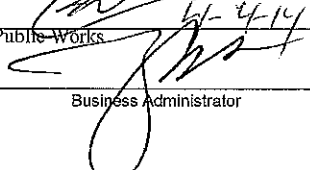
WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72 and 296-73 and Section 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Ogden Avenue from Griffith Street to Bowers Street beginning 7:00 a.m. and ending 6:00 p.m. Saturday, September 13, 2014, (rain date: Sunday, September 14, 2014)

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Director,
Architecture, Engineering, Traffic and Transportation

APPROVED: 
Director, Dept. of Public Works

APPROVED: 
Business Administrator
JDS:pcl
(04.03.14)

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☒


APPROVED 9-0

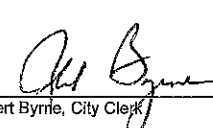
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), OGDEN AVENUE FROM GRIFFITH STREET TO BOWERS STREET BEGINNING 7:00 A.M. AND ENDING 6:00 P.M. SATURDAY, SEPTEMBER 13, 2014 (RAIN DATE: SUNDAY, SEPTEMBER 14, 2014) AT THE REQUEST OF THE RIVERVIEW NEIGHBORHOOD ASSOCIATION, INC FOR THE PURPOSE OF A COMMUNITY FESTIVAL

Initiator

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Ken Weissman on behalf of the Riverview Neighborhood Association, Inc., 576 Palisade Av., JCNJ 1.646.373.2715	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Authorizing the closing of Ogden Avenue between Griffith Street and Bowers Street on Saturday, September 13, 2014 (rain date: Sunday, September, 14, 2014) beginning 7:00 a.m. and ending 6:00 p.m. for a community festival.

This closing is a Community event and will be at no cost to the City.

I certify that all the facts presented herein are accurate.


Signature of Department Director

4-4-14
Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: OGDEN AV from GRIFFITH ST to BOWERS ST

PURPOSE OF EVENT: community festival

BEGINS: 7AM

ENDS: 6PM

Saturday, September 13 (rain date Sunday, September 14), 2014

APPLICANT: Kern Weissman

ORGANIZATION : Riverview Neighborhood Association, Inc

ADDRESS: 576 Palisade Av

CITY, STATE, ZIP: Jersey City NJ 07307

PHONE #: 646.373.2715

BEING WAIVED: Nonresident, start time

APPROVED ☒

DATE

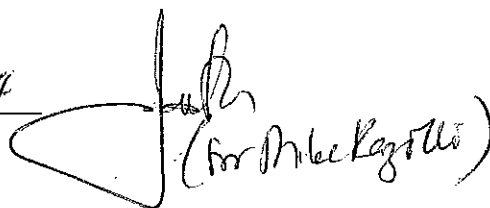
3/21/14

DENIED ☐

DATE

PLEASE REVIEW WITH ME

DATE


(for Mike Laguzzi)

PALISADE AV.

--OGDEN^{6TH} ! AV.

WATERSON PLANK ROAD

7581/2.

MURSHALL ST.

Jersey City
BOUNDARY LINE
Hoboken

4TH ST

Seoul Vol 1 mem e Seoul

SCALE OF FEET

0 50 100

© 2005 JANUARY 2005 SANGHVI

RECEIVED 5006 REVISED 0101 ©

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.271

Agenda No. 10.M

Approved: APR 23 2014

TITLE:



A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), MCWILLIAMS PLACE BEGINNING 8:00 A.M. AND ENDING 10:00 P.M., SATURDAY, SEPTEMBER 27, 2014 AT THE REQUEST OF THE SILVERMAN, HAMILTON PARK CONSERVANCY THE PURPOSE OF THE HAMILTON PARK BBQ FESTIVAL

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from the Silverman, Hamilton Park Conservancy to close McWilliams Place on Saturday, September 27, 2014 beginning 8:00 a.m. and ending 10:00 p.m. for the purpose of the Hamilton Park BBQ Festival; and

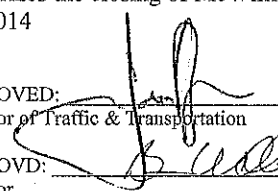
WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions; and


WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Section 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and 122-8 be waived; and

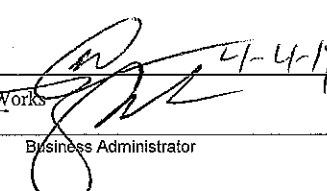
WHEREAS, the request to close McWilliams Place does not meet one or more of the requirements set forth in Section 296-71(B)(C)(D), 296-72(B)(2), 296-73(D) and Section 122-8(A)(C) because the applicant is a non-resident of the area requested to be closed and will start earlier and end later than what is permitted; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-73 and Section 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of McWilliams Place beginning 8:00 a.m. and ending 10:00 p.m., Saturday, September 27, 2014

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Director
Architecture, Engineering, Traffic and Transportation

APPROVED: 
Director, Dept. of Public Works

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

JDS:pc1
(04.03.14)

Certification Required ☐

Not Required ☒

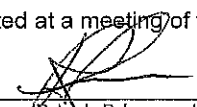
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

<p>A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), MCWILLIAMS PLACE BEGINNING 8:00 A.M. AND ENDING 10:00 P.M., SATURDAY, SEPTEMBER 27, 2014 AT THE REQUEST OF THE SILVERMAN, HAMILTON PARK CONSERVANCY FOR THE PURPOSE OF THE HAMILTON PARK BBQ FESTIVAL</p>
--

Initiator

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Susan Firth on behalf of the Silverman, Hamilton Park Conservancy, 279 Grove Street, JCNJ, 201.714.2339	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

<p>Authorize the closing of McWilliams Place on Saturday, September 27, 2014 from 8:00 a.m. to 10:00 p.m. for the Hamilton Park BBQ Festival.</p> <p>This closing is for a Community event and will be at no cost to the City.</p>
--

I certify that all the facts presented herein are accurate.



Signature of Department Director

4-4-14

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: McWILLIAMS PL

PURPOSE OF EVENT: Hamilton Park BBQ Festival

BEGINS: 8AM

ENDS: 10PM

Saturday, September 27, 2014

APPLICANT: Susan Firth

ORGANIZATION : Silverman, Hamilton Park Conservancy

ADDRESS: 279 Grove St

CITY, STATE, ZIP: Jersey City NJ 07302

PHONE #: 201.714.2339

BEING WAIVED: end time, nonresident, start time

APPROVED ☒

DATE

3/21/14

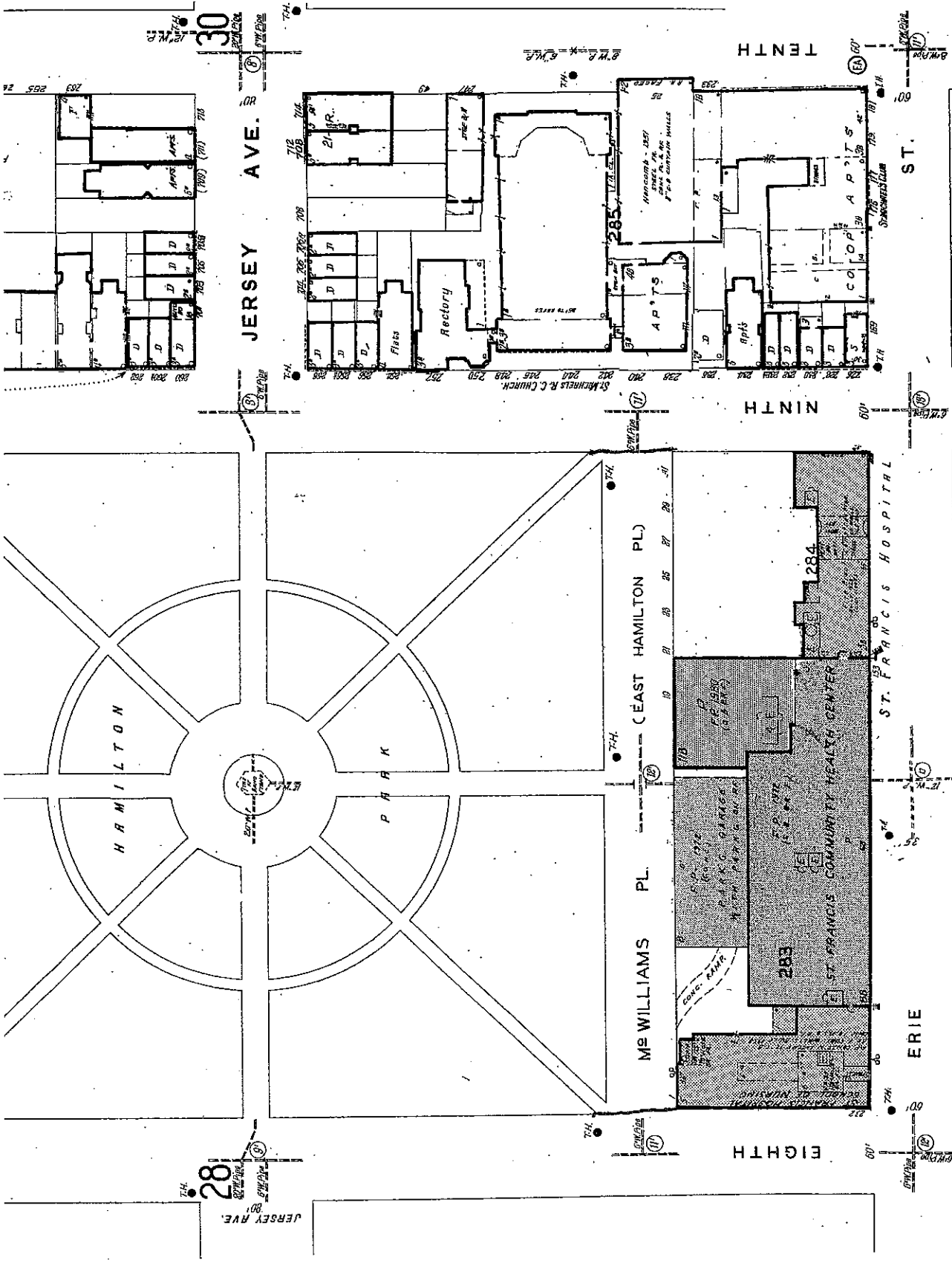
DENIED ☐

DATE

PLEASE REVIEW WITH ME

DATE

[Handwritten signature: Mike Lagall]



22

SCALE OF FEET
0 50 100
© 1905, MARCH 2005, SANBORN

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.272

Agenda No. 10.N

Approved: APR 23 2014

TITLE:



RESOLUTION (1) INTRODUCING AND APPROVING THE 2015 BUDGET OF THE JOURNAL SQUARE SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of **Ordinance 94-024**, the City of Jersey City established the Journal Square Special Improvement District (JSSID) to be operated by the Journal Square Special Improvement District Management Corporation; and

WHEREAS, under N.J.S.A. 40:56-80, the District Management Corporation must prepare an annual budget that includes an estimate of the annual costs of operating the district including:

- (1) the costs charged against municipal funds for general street maintenance;
- (2) the costs charged against properties within the District in proportion to the benefits conferred by the annual improvements;
- (3) costs, if any, to be assessed against properties in the District; and

WHEREAS, upon receipt of the budget, the Municipal Council is required to consider the budget, approve the budget, schedule a public hearing and adopt the budget with such amendments as the governing body considers necessary; and

WHEREAS, upon approval of the budget the Tax Assessor is required to prepare an assessment roll listing the properties to be specially assessed in accordance with the budget and calculate the amount of the assessment to be charged to each property; and

WHEREAS, the District Management Corporation of Journal Square Special Improvement District has submitted its 2015 fiscal year budget, July 1, 2014 – June 30, 2015 to the Council, a copy of which is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED, with a majority of the full membership of the Council concurring that:

1. The 2015 fiscal year budget, July 1, 2014 – June 30, 2015 of the Journal Square Special Improvement District, attached hereto as Exhibit A, was approved by the Journal Square Special Improvement District at its April 8, 2014 meeting;
2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.
3. The Tax Assessor is directed to do the following:

TITLE:

- (a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A. 40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and
 - (b) file the assessment roll in the Office of the City Clerk to be available for public inspection.
4. The City Clerk is directed to do the following:
- (a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;
 - (b) at least 10 days prior to the date of the hearing publish a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and publish a copy of the entire budget in a newspaper of general circulation;
 - (c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and
 - (d) at least 10 days before the date of the scheduled hearing
 - (i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;
 - (ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and
 - (iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.
5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of July 1, 2014.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



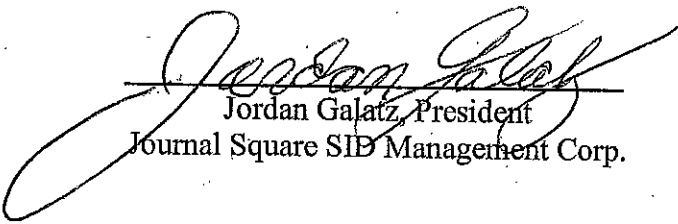
**RESOLUTION RECOMMENDING THE 2015 FISCAL YEAR BUDGET
OF THE JOURNAL SQUARE SPECIAL
IMPROVEMENT DISTRICT MANAGEMENT CORPORATION
(JOURNAL SQUARE RESTORATION CORPORATION)**

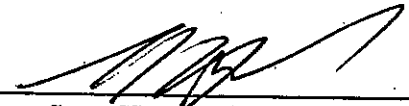
WHEREAS, pursuant to Article II, Section 12 of the By-Laws of the Journal Square Special Improvement District Management Corporation (Journal Square Restoration Corporation) and Ordinance 94-105 of the City of Jersey City (amending in its entirety Jersey City Ordinance #94-024); and

WHEREAS, under NJSA 40:56-80, the District Management Corporation must submit an annual budget for approval by the Municipal Council; such budget must include an estimate of the annual costs of operating the district;

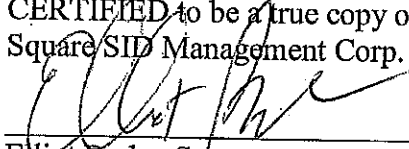
NOW, THEREFORE BE IT RESOLVED THAT

1. The Journal Square Improvement District Management Corporation (Journal Square Restoration Corporation) held its 2014 Annual Meeting on Tuesday, April 8, 2013 at the Hudson County Community College, 70 Sip Avenue, Jersey City, NJ in accordance with its By-Laws;
2. A quorum was in attendance in accordance with Article 1, Section 6 of the By-Laws of the Journal Square Special Improvement District Management Corporation (Journal Square Restoration Corporation);
3. The 2015 Fiscal Year Budget, covering the twelve-month period July 1, 2014 through June 30, 2015, in the amount of \$728,000.00 was moved and seconded, and recommended by the general membership for submission to the City Council of the City of Jersey City for adoption.


Jordan Galatz, President
Journal Square SID Management Corp.


Scott Harwood, Treasurer
Journal Square SID Management Corp.

CERTIFIED to be a true copy of the RESOLUTION adopted by the Journal Square SID Management Corp. at its meeting on April 8, 2014.


Eniot Braha, Secretary
Journal Square SID Management Corp.

April 8, 2014
Date

SID Budget Application for FY15

Journal Square Restoration Corporation
4 PATH Plaza, Jersey City, NJ 07306

Date Submitted: Approved by District 4/8/14

See Below *	Items	Funds Provided by UEZ/JCEDC	SID Assessment	Private	Totals
REVENUES					
Private					
A7	Journal Square SID Assessment		\$ 708,000.00		\$ 708,000.00
A8	JSSID Reserve Fund			\$ 5,000.00	\$ 5,000.00
A9	Private Cash/In-kind			\$ 15,000.00	\$ 15,000.00
A10	Interest				
UEZ/Public					
A12	Public-UEZ/JCEDC			\$ -	\$ -
A13	Public-City	\$ -		\$ -	\$ -
TOTAL REVENUES		\$ -	\$ 708,000.00	\$ 20,000.00	\$ 728,000.00
EXPENSES					
Administrative Items					
A18	Rent		\$ -		\$ -
A19	Insurance		\$ 3,500.00		\$ 3,500.00
A20	Equipment/IT/Copier/Svc		\$ 1,000.00		\$ 1,000.00
A21	Supplies		\$ 2,000.00		\$ 2,000.00
A22	Audit/Filing		\$ 4,500.00		\$ 4,500.00
A23	Legal		\$ 1,000.00		\$ 1,000.00
A24	Parking & Storage		\$ 4,000.00		\$ 4,000.00
A25	Dues, Subscriptions, Memberships		\$ 250.00		\$ 250.00
A26	Utilities		\$ -		\$ -
A27	Telephone/Internet		\$ 2,400.00		\$ 2,400.00
A28	Website Maintenance		\$ 2,400.00		\$ 2,400.00
A29	Contingencies/Unprogrammed		\$ 2,400.00		\$ 2,400.00
Administrative Items Subtotals		\$ -	\$ 23,450.00	\$ -	\$ 23,450.00
Administration					
A32	Management/Advocacy Fees		\$ 64,000.00	\$ -	\$ 64,000.00
A33	Salaries				
Administration Subtotals		\$ -	\$ 64,000.00	\$ -	\$ 64,000.00
Marketing/Promotions					
A37	Farmers Market/Entertainment Series		\$ -	\$ -	\$ -
A38	Retail Promotions	\$ -	\$ -	\$ -	\$ -
A39	District Brochure/Newsletter/Website	\$ -	\$ -	\$ -	\$ -
A40	Institutional Marketing	\$ -	\$ -	\$ -	\$ -
A41	Navratri, Egypt & Other Cultural Events/Festivals		\$ -	\$ -	\$ -
A42	Marketing/Promotion/Special Events Coordination	\$ -	\$ -	\$ -	\$ -
A43	Banner Program		\$ -	\$ -	\$ -
A44	Holiday Decorations	\$ -	\$ 5,000.00	\$ 15,000.00	\$ 20,000.00
A45	Winter Holiday Lights		\$ -	\$ -	\$ -
A46	Navratri & Diwali Festivals		\$ -	\$ -	\$ -
A47	Arts/Entertainment-Loew's	\$ -	\$ -	\$ -	\$ -
Marketing/Promotions Subtotals		\$ -	\$ 5,000.00	\$ 15,000.00	\$ 20,000.00
Operations					
A52	Landscaping				
A53	Plants /Planters		\$ -	\$ 5,000.00	\$ 5,000.00
A54	Maintenance/Sanitation/Ambassadorial	\$ -	\$ 570,550.00		\$ 570,550.00
A55	Maintenance Supplies		\$ 9,000.00		\$ 9,000.00
	Security				
A56	Ambassador-Extended Services				\$ -
A57	Off-Duty JCPD Officers				\$ -
A58	Webcam Maintenance/Replacement		\$ 6,000.00		\$ 6,000.00
A59	Contingencies/Unprogrammed		\$ 30,000.00		\$ 30,000.00
Operations Subtotals		\$ -	\$ 615,550.00	\$ 5,000.00	\$ 620,550.00
Capital Improvements					
Capital Improvements Subtotals		\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES		\$ -	\$ 708,000.00	\$ 20,000.00	\$ 728,000.00
REVENUE / EXPENSE SUMMARY					
		UEZ/JCEDC	SID	Private	Total Budget
	Revenues	\$ -	\$ 708,000.00	\$ 20,000.00	\$ 728,000.00
	Expenses	\$ -	\$ 708,000.00	\$ 20,000.00	\$ 728,000.00
	Excess / Deficiencies	\$ -	\$ -	\$ -	\$ -

Part B:**Footnotes ***

* Each explanation should be footnoted on the left hand column of page 1.

A7	SID Assessments reflecting rate established FY13, which reflected increase of \$35K, first increase since initiation of JSSID in 1994
A8	SID - Reserve Fund (approximately \$225,000 at EOY FY14) - FY15 Proposed Budget calls upon the use of Reserve Funds
A9	Private - Donations, Contributions, Sponsorships, In-Kind, etc.
A12/A13	No Contributions/Grants/Fees for Service from the City of Jersey City are anticipated
A18	Rent-Office - PANYNJ - Donated - Five Year Commitment Only 12/13 - 12/18
A19	Insurance includes D&O, Public Liability and Office Contents
A20	Equipment includes office, computer and telecommunications equipment maintenance, service and leasing
A21	Office and other supplies/services and postage
A22	Audit includes financial and audit services and tax filings
A23	Legal services to advise the board on by-laws and non-profit law & procedures
A24	Secure parking for service vehicles/staff; secure storage of corporation documents
A25	Dues, subscription & memberships includes local and regional memberships and conference attendance
A26	Utilities-Gas, Electric, Water - Included in PANYNJ Permit
A27	Telephone includes actual costs of telecommunications charges and service, including Internet service
A28	Website Hosting and Maintenance services
A29	Contingencies representing unforeseen expenses / unprogrammed activities
A32	Administrative/Advocacy allocation within "Bundled Services" Agreement
A37	Not Currently Funded
A38	Not Currently Funded
A39	Not Currently Funded
A40	Not Currently Funded
A41	Not Currently Funded
A42	Not Currently Funded
A43	Not Currently Funded
A45	Planned Holiday Lighting Program - \$5,000 from SID Assessments, \$15,000 to be raised privately
A46	Not Currently Funded
A47	Not Currently Funded
A53	Planting and Planter Program Funded from Contingency
A54	Continues outsourced services to the district through a "bundled services" plan that provides maintenance, sanitation and "ambassadorial" services identified as priorities by the District leadership focused on safety, cleanliness and eradication of quality of life concerns
A55	Supplies supporting the Maintenance efforts including imprinted trash bags, ice melt products, etc.
A56	Provide extended Ambassadorial services to augment/replace Off-Duty Police coverage - Not Currently Funded
A57	Continuation of existing program putting off-duty police on patrol in the district - Funded from SID Assessments.
A58	Webcam Maintenance and new/replacement webcams
A59	Contingencies representing unforeseen expenses / unprogrammed activities

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.273

Agenda No. 10.0

Approved: APR 23 2014

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH KLINGER TIRE & AUTO SERVICE FOR THE SUPPLY AND DELIVERY OF AUTOMOTIVE TIRES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 13-254, approved on April 10, 2013, awarded a contract in the amount of \$454,432.50 to Klinger Tire & Auto service to supply and deliver automotive tires for the City of Jersey City (City), Department of Public Works / Division of Automotive Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for one additional one-year period; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the option and renew the contract for an additional one-year period effective as of April 11, 2014 and ending on April 10, 2015; and

WHEREAS, the total cost of the contract renewal is \$454,432.50; and

WHEREAS, funds in the amount of \$30,000.00 are available in Automotive Maintenance Operating Account No. 14-01-201-26-315-216.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Klinger Tire & Auto Service to supply and deliver automotive tires for the City of Jersey City (City), Department of Public Works / Division of Automotive Maintenance;
- 2) The renewal contract is for twelve (12) months effective as of April 11, 2014, and the total cost of the contract shall not exceed \$454,432.50;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 calendar year permanent budget and in the subsequent calendar year budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END
CONTRACT WITH KLINGER TIRE & AUTO SERVICE FOR THE SUPPLY
AND DELIVERY OF AUTOMOTIVE TIRES FOR THE DEPARTMENT OF
PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE**

I, Donna Mauer, Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Automotive Maintenance Operating Account No. 14-01-201-26-315-216 for payment of the above resolution.

Requisition # 0165750

Purchase Order # 113189

Temp.Encumbrancy \$30,000.00

MR/sb
March 28, 2014

APPROVED: [Signature] 4/2/14 APPROVED AS TO LEGAL FORM
Michael Razzoli, Director, Department of Public Works
APPROVED: [Signature] Jacqueline Monahan
Business Administrator Corporation Counsel
Certification Required ☒
Not Required ☐

APPROVED 6-3

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN		✓	
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full title of ordinance/resolution/cooperative agreement:
RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH KLINGER TIRE & AUTO SERVICE FOR THE SUPPLY AND DELIVERY OF AUTOMOTIVE TIRES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE.
2. Name and title of person initiating ordinance/resolution, etc.:
Michael Razzoli, Director of the Department of Public Works for the Division of Automotive Maintenance.
3. Concise description of program, project or plan proposed in the ordinance/resolution:
There exists a need for automotive tires for the City's fleet of vehicles.
4. Reasons (need) for the proposed program, project, etc.:
RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH KLINGER TIRE & AUTO SERVICE FOR THE SUPPLY AND DELIVERY OF AUTOMOTIVE TIRES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE.
5. Anticipated benefits to the community:
There exists a need for automotive tires for the City's fleet of vehicles.
6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):
The cost of this contract renewal is four hundred and fifty four thousand four hundred and thirty two dollars and fifty cents (\$454,432.50).
7. Date the proposed program, or project will commence:
Upon adoption by The Jersey City Municipal Council.
8. Anticipated completion date:
April 10, 2015.
9. Person responsible for coordinating proposed program, project, etc.:
Hector Ortiz, Director, Division of Automotive Maintenance, DPW.
10. Additional comments:
Resolution proposed at the recommendation of the Director of Automotive Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

Peter Folgado, Director of Purchasing, RPPO, QPA Date:


Signature of Department Director

4/3/14
Date:

CERTIFICATION OF MICHAEL E. RAZZOLI

I, Michael E. Razzoli, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN
END CONTRACT WITH KLINGER TIRE & AUTO SERVICE
FOR THE SUPPLY AND DELIVERY OF AUTOMOTIVE TIRES
FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF
AUTOMOTIVE MAINTENANCE.**
3. The total funds requested for this contract renewal is \$454,432.50 with a temporary encumbrancy of \$30,000.00.
4. The funds are available in **Automotive Maintenance Operating Account No. 01-201-26-315-216.**
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: _____

4/3/14.



Michael E. Razzoli
Director of Department of Public Works

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH KLINGER TIRE & AUTO SERVICE FOR THE SUPPLY AND DELIVERY OF AUTOMOTIVE TIRES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE.

Project Manager

Department/Division	DPW	Automotive Maintenance
Name/Title	Hector Ortiz	Director
Phone/email	201-547-4423	ortizh@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

There exists a need for automotive tires. Original contract was awarded on resolution # 13-254, approved on April 10, 2013 for \$454,432.50. The bid specifications provided the City with the option to renew the contract for an additional one-year period. The City desires to exercise the option and renew the contract for an additional one-year period effective as of April 11, 2014 and ending on April 10, 2015 for a total contract amount of \$454,432.50. The base year contract prices must remain in effect.

Cost (Identify all sources and amounts)**Automotive Operating Account**

01-201-26-315-216 for \$454,432.50.

Contract term (include all proposed renewals)

Contract is for 12 months effective April 11, 2014.

Type of award Public Bid – Contract Renewal

If “Other Exception”, enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

4-3-14
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803




MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

Date: March 28, 2014

To: Rolando R. Lavarro, Jr; Council President and Members of the
Municipal Council

From:  Hector Ortiz, Automotive Director

Subject : Contract Renewal (Automotive Tires)

The purpose of this letter is to explain the above subject matter. Resolution No. 13-254, approved on April 10, 2013, awarded an open end – one (1) year contract in the amount of \$454,432.50 to Klinger Tires and Auto Service, 47-49 Leonard Street, Jersey City, New Jersey 07307 to supply and deliver automotive tires. The City reserves the right to extend the contract for an additional one (1) year period as per bid specifications.

The vendor has been performing the services in an effective and efficient manner. The City desires to exercise the option and renew the contract for an additional one (1) year period effective as of April 11, 2014 to April 10, 2015. The base year contract prices must remain in effect. The total cost of the contract renewal is \$454,432.50. The funds are available for this expenditure in Automotive Maintenance Operating Account No. 14-01-201-26-315-216 for payment.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office at extension 4423.

Thank you for your cooperation.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13-254

Agenda No. 10.0

Approved: APR 10 2013

TITLE:



RESOLUTION AWARDING AN OPEN-END CONTRACT TO KLINGER TIRE & AUTO SERVICE FOR THE SUPPLY AND DELIVERY OF AUTOMOTIVE TIRES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for the Supply and Delivery of Automotive Tires to the City of Jersey City for the Department of Public Works, Division of Automotive Maintenance; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received Three (3) bids, the lowest bid being that from Klinger Tire & Auto Service, 47-49 Leonard Street, Jersey City, NJ 07307 in the total bid amount of Four Hundred Fifty Four Thousand, Four Hundred Thirty Two (\$454,432.50) Dollars with Fifty Cents; and

WHEREAS, the City's Purchasing Director has certified that he considers said bids to be fair and reasonable; and

WHEREAS, this contract is awarded as an open-end contract, for the period of (1) one year and the City reserves the right to extend the contract for up to (1) one additional (1) one year term pursuant to specifications and bids thereon; and

WHEREAS, Four Hundred Fifty Four Thousand, Four Hundred Thirty Two (\$454,432.50) Dollars with Fifty Cents, will be budgeted for the 2013, 2014 and 2015 temporary and permanent budgets subject to the approval of said budget by the Municipal Council; and

WHEREAS, the funds for this purchase are available in Operating Account # 01-201-26-315-216; and

WHEREAS, the sum of Twenty Five Thousand (\$25,000.00) Dollars is available in the 2013 temporary budget; and

Department of Public Works/Division of Automotive Maintenance

Acct #	P.O #	Amount
01-201-26-315-216	109566	Temp. Encumb. \$25,000.00
TOTAL CONTRACT		\$454,432.50

WHEREAS, the remaining contract funds will be made available as orders are placed in the 2013 thru 2015 temporary and permanent budgets; and

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.; and

(continued on Page 2)

TITLE: RESOLUTION AWARDING AN OPEN-END CONTRACT TO KLINGER TIRE & AUTO SERVICE FOR THE SUPPLY AND DELIVERY OF AUTOMOTIVE TIRES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE

WHEREAS, if funds are not available for the contract in the 2013 thru 2015 temporary and permanent budgets, the contract will be terminated.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned Klinger Tire & Auto Service, be accepted and that a contract be awarded to said company in the above amount and the City Purchasing Director is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractors shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq.; and be it further

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account shown below

Department of Public Works/Division of Automotive Maintenance

Acct #	P.O #	Amount
01-201-26-315-216	109566	Temp. Encumb. \$25,000.00
TOTAL CONTRACT		\$454,432.50

APPROVED by Peter Folgado
Peter Folgado, Purchasing Director, RPPO, QPA

APPROVED: [Signature]
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
City Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET
OF BID RECEPTION

FULL TITLE OF RESOLUTION:

RESOLUTION AWARDING AN OPEN-END CONTRACT TO KLINGER TIRE & AUTO SERVICE FOR THE SUPPLY AND DELIVERY OF AUTOMOTIVE TIRES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE

PERSON AND DEPARTMENT REQUESTING BID RECEPTION:

Rodney Hadley, Director, Department of Public Works

PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:

Peter Folgado, Director, Division of Purchasing

NUMBER OF PROPOSALS PICKED-UP:

Seven (7)

DATE BIDS WERE PUBLICLY RECEIVED:

March 26, 2013

NUMBERS OF BIDS RECEIVED:

Three (3)

DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:

Automotive Tires needed for all the City's fleet of vehicles

BIDDER'S INFORMATION:

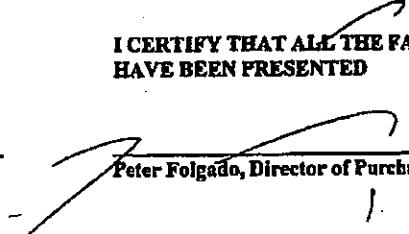
- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

	Grand Total Bid Price
1) Klinger Tire Company 49 Leonard Street Jersey City, NJ 07307	\$454,432.50
2) F&S Tire Corporation Inc 58 Brunswick Ave/POB 1352 Edison, NJ 08817	\$461,242.50
3) Service Truck Center 449 Blair Road Avenel, NJ 07001	\$476,570.95

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

**I CERTIFY THAT ALL THE FACTS
HAVE BEEN PRESENTED**

4/2/13
Date


Peter Folgado, Director of Purchasing, RPPO, QPA

SCHEDULE OF PRICES

For furnishing and delivering, to the City of Jersey City, Dept. of Public Works, Div. of Automotive Maintenance, in strict accordance with these specifications the items listed herein: **Automotive Tires** or approved equal from January 2013 through December 2013.

Prices to be quoted per unit and extended amount

Item	Maximum Quantity	Tire Size	LR / PR	Description	Unit Cost	Extended Cost
1.	70	LT235/75R15	C	4 x 4	\$ 84.50	\$5915.00
2.	70	LT225/75R16	D	4 x 4	\$ 87.00	\$6090.00
3.	60	LT245/75R16	E	4 x 4	\$ 96.00	\$5760.00
4.	60	LT235/85R16	E	4 x 4	\$ 112.00	\$6720.00
5.	50	P235/70R15		4 x 4	\$ 90.00	\$4500.00
6.	75	P235/70R16		4 x 4	\$ 102.00	\$7650.00
7.	75	P245/70R17		4 x 4	\$ 103.00	\$7725.00
8.	150	11R22.5	14 Ply	Front runner steering	\$ 295.00	\$44250.00
9.	50	215/60/R16		Passenger tire	\$ 85.00	\$4250.00
10.	50	P185/75R14		Passenger tire	\$ 55.00	\$2750.00
11.	50	P195/65/SR15		Passenger tire	\$ 55.25	\$2762.50
12.	50	P205/75R14		Passenger tire	\$ 69.00	\$3450.00
13.	50	P215/75R15		Passenger tire	\$ 68.00	\$3400.00
14.	70	P205/75R15		Passenger tire	\$ 69.00	\$4830.00
15.	50	215/60/R15		Passenger tire	\$ 80.00	\$4000.00
16.	300	P225/60VR16		Police pursuit only	\$ 104.00	\$31200.00
17.	60	P225/70R15		Police pursuit only	\$ 65.00	\$3900.00
18.	125	P235/55R17	Highway	Police pursuit only	\$ 98.00	\$12250.00
19.	100	11R22.5	Highway	Rear Tire	\$ 305.00	\$30500.00
20.	50	12R24.5	Highway	Truck tire (rear)	\$ 410.00	\$20500.00
21.	65	LT265/75/R16		Truck tire	\$ 98.00	\$6370.00
22.	50	315/80/R22.5	Highway	Truck tire	\$ 400.00	\$20000.00
23.	50	P205/50/R16	Highway	Truck tire	\$ 76.00	\$3800.00
24.	100	385/65/R22.5		Truck tire (Rears)	\$ 200.00	\$20000.00
25.	75	1200/R22.5		Truck tire	\$ 400.00	\$30000.00
26.	20	225/75/R16		Tube type	\$ 68.00	\$1360.00
27.	100	P205/60/R16		Passenger Tire	\$ 80.00	\$8000.00
28.	100	P235/55/R18		Passenger Tire	\$ 87.00	\$8700.00
29.	100	385/65/R22.5	Front Runner	Truck Tire	\$ 415.00	\$41500.00
30.	75	225/70/19.5		Passenger Tire	\$ 185.00	\$13875.00
31.	100	265/60/R18		Passenger Tire	\$ 115.50	\$11550.00
32.	100	P265/70/17		Passenger Tire	\$ 122.50	\$12250.00
33.	100	LT235/75/R16		SUV Tire	\$ 115.00	\$11500.00
34.	10	17.5 - 25		Light truck	\$ 450.00	\$4500.00
35.	100	265/70/R16		SUV Tire	\$ 98.00	\$9800.00

36.	10	19.5 - L24		Traction	\$320.00	\$3200.00
37.	100	215/75/R16		Passenger Tire	\$98.00	\$9800.00
38.	10	17.5 R25		Pay Loader Tire(mounted)	\$950.00	\$9500.00
39.	25	155/70/R13			\$ 1.00	\$ 25.00
40.	50	385/80/R20		Truck Tire	\$ 1.00	\$ 50.00
41.	50	265/70/R19.5		Passenger Tire	\$205.00	\$10250.00
42.	50	265/75/R15		Passenger Tire	\$42.00	\$2100.00
43.	70	235/75/R17		Passenger Tire	\$70.00	\$4900.00
GRAND TOTAL PRICE						\$454,432.50

(↑ GRAND TOTAL PRICE— IN WRITTEN WORDS ↑)

All quotations MUST be typewritten or written in ink. Pencil quotations will automatically render the bid informal. This bid must be accompanied by a bond or certified check for ten (10%) percent of the total amount of the bid. Bond must be from some Surety Company authorized to do business in the State of New Jersey.

COMPANY NAME	NAME
KLINGLER TIRE CO. INC.	MARIANO HENRIQUEZ
ADDRESS	ADDRESS
49 Leonard ST	JERSEY CITY NJ 07307
DATE	PHONE
3/25/2013	(201) 659-4800

Notes to Bidders

1. The City will award this contract as an open-end contract. For all items the minimum quantity the City shall be obligated to order is zero (0).
2. Maximum quantities are stated in schedule.
3. The total bid amount shall be the summation of the extended prices.
4. The total bid amount will be used to determine the lowest responsible bidder.
5. The contract shall be valid for one (1) year from the date of award of contract.
6. The City shall have an option to renew the contract for one (1) additional year. If the contract is renewed, the base year contract prices shall remain in effect.

Klinger Tire & Auto Service, Co. Inc.

47-49 Leonard Ave.

Jersey City, NJ 07307

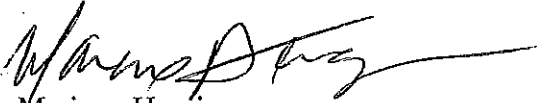
(201) 659-4800 Fax: (201) 659-4801

Date: 3/24/14

To: City of Jersey City
Purchasing Department

I, Mariano Henriquez accept the renewal of the Tire contract with the City of Jersey City.
No changes are needed at the present moment. Should you need additional information please
contact me at the above contact information.

Thank you for doing business with us.



Mariano Henriquez

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/
AFFIRMATIVE ACTION (AA) REQUIREMENTS**
FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Questions in reference to EEO/AA requirements for Goods,
Professional Service and General Service Contracts should be
directed to:

Jeana F. Abuan
EEO/AA Officer, P.A.C.O.
Department of Administration
Office of EEO/AA
280 Grove Street Room-103
Jersey City NJ 07302
Tel. # 201-547-4533
Fax# 201-547-5088
E-Mail Address: abuanj@jcnj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): MARIANO HENRIQUEZ PRESIDENT

Representative's Signature: Mariano Henriquez

Name of Company: KLINGER TIRE & AUTO SERVICE

Tel. No.: 201 659-4800 Date: 3/24/14

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

STATE OF NEW JERSEY Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: <http://www.state.nj.us/division2/contract-compliance/aa302.pdf>

SECTION A - COMPANY IDENTIFICATION

1. PID. NO. OR SOCIAL SECURITY 22-3539121	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input checked="" type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 5
4. COMPANY NAME KLINGER TIRE & AUTO SERVICE Co, INC.		
5. STREET 47-49 LEONARD ST	CITY JERSEY CITY	STATE NJ
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)	CITY	STATE
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		ZIP CODE 07307
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		

Official Use Only	DATE RECEIVED	NAUG DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Col. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers	1	1			1								
Professionals													
Technicians	2	2			2								
Sales Workers													
Office & Clerical	2	2			2								
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL	5	5	0		5								
Total employment from previous report (if any)													
Temporary & Part-Time Employees													

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 3 24 13
13. DATES OF PAYROLL PERIOD (MM/DD/YYYY) From: 3/16/14 To: 3/21/14		
SECTION C - SIGNATURE AND IDENTIFICATION		
16. NAME OF PERSON COMPLETING FORM (Print or Type) MARIANO HENDRIQUEZ	SIGNATURE <i>Mariano Hendriquez</i>	TITLE President
17. ADDRESS NO. & STREET 47-49 LEONARD ST	CITY JERSEY CITY	STATE NJ
	ZIP CODE 07307	PHONE (AREA CODE, NO. EXTENSION)

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: MARIONO ALONSO PRESIDENT
Representative's Signature: [Signature]
Name of Company: KLINZER TIRE & AUTO SERVICE
Tel. No.: 201-659-4800 Date: 3/24/14

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : KLINGER TIRE & AUTO SERVICE CO, INC.
Address : 47-49 LEONARD ST JERSEY CITY, NJ 07307
Telephone No. : 201 659-4800
Contact Name : MARINO HENRIQUEZ

Please check applicable category :

☒ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☐ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: KLINGER TAX & NETD SERVICE CO, INC.
Address: 47-49 Leonard ST JERSEY CITY, NJ 07307
Telephone No.: 201 659-4800
Contact Name: MARIANO ARRIQUEN

Please check applicable category:

<input checked="" type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input type="checkbox"/> Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

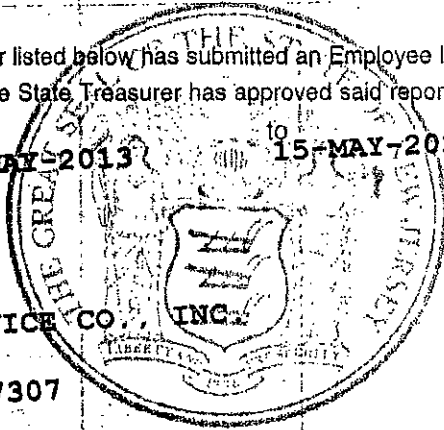
DIVISION OF PURCHASING COPY

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-MAY-2013 to 15-MAY-2020



KLINGER TIRE & AUTO SERVICE CO., INC.
 47-49 LEONARD STREET
 JERSEY CITY NJ 07307



[Signature]

Andrew P. Sidamon-Eristoff
 State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: KLINGER TIRE & AUTO SERVICE CO., INC.

Trade Name:

Address: 47-49 LEONARD ST
JERSEY CITY, NJ 07307-2525

Certificate Number: 0697597

Effective Date: October 17, 1997

Date of Issuance: March 21, 2014

For Office Use Only:

20140321153542811

STATE OF NEW JERSEY
CERTIFICATE OF AUTHORITY

NEW JERSEY STATE & LOCAL TAX

NEW JERSEY STATE & LOCAL TAX

NEW JERSEY STATE & LOCAL TAX

NEW JERSEY STATE & LOCAL TAX

NEW JERSEY STATE & LOCAL TAX

NEW JERSEY STATE & LOCAL TAX

NEW JERSEY STATE & LOCAL TAX

Richard L. Smith

223-534-121/6000

09-04-07

86006/04750

10-13-87

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
Division of Contract Compliance & Equal Employment Opportunity
VENDOR ACTIVITY SUMMARY REPORT

☐ NEW HIRING ☐ PROMOTIONS ☐ TRANSFERS ☐ TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. 0697597

DATES OF PAYROLL PERIOD USED: FROM Monday TO Friday

NAME OF FACILITY:

KLINGER TRAILER SERVICE

STREET CITY COUNTY STATE ZIP CODE

47-49 Leonard Street Jersey City Hudson NJ 07307

JOB CATEGORIES	MALE					FEMALE						
	Total	Black	Hispanic	Am. Indian	Asian	Non-Wh.	Total	Black	Hispanic	Am. Indian	Asian	Non-Wh.
OFFICIALS & MANAGERS	1		1									
PROFESSIONALS												
TECHNICIANS	2		2									
SALES WORKERS												
OFFICE & CLERICAL	2		2									
CRAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL	5		5									

I certify that the information on this form is true and correct.
NAME OF PERSON COMPLETING FORM (Print or Type):

SIGNATURE

DATE SUBMITTED

LAST FIRST MI

Albuquerque Moreno

Albuquerque Moreno

3/24/14

ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO., EXTENSION)

21 Logan Ave Jersey City NJ 07306 201 435-5822

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Klinger Tires (name of business entity) has not made any reportable contributions in the **one-year period preceding APRIL 2013 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Klinger Tires (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Klinger Tire & Auto Service

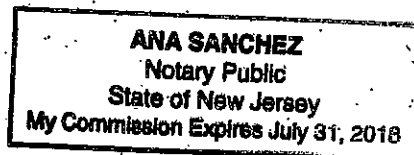
Signed [Signature] Title: president

Print Name MARIA NO HENRIQUEZ Date: 3/25/14

Subscribed and sworn before me
this 25 day of march 2014.

My Commission expires:

[Signature]
(Affiant)
Ana Sanchez Notary Public
(Print name & title of affiant) (Corporate Seal)



**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership
 ☒ Corporation
 ☐ Sole Proprietorship
 ☐ Subchapter S Corporation
☐ Limited Partnership
☐ Limited Liability Corporation
☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
MARIANO HENRIQUEZ	21 LOGAN AVE JERSEY CITY NJ 07306

Part 3 – Signature and Attestation:

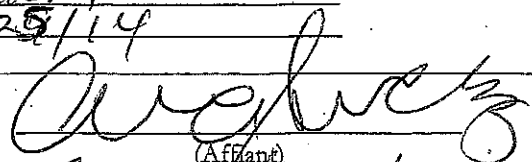
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: KLINGER TIRE AND AUTO SERVICE
 Signed: Mariano Henriquez Title: president
 Print Name: MARIANO HENRIQUEZ Date: 3/25/14

Subscribed and sworn before me this 25 day of march, 2014

My Commission expires:

July 31, 2018


 (Affiant)
Ana Sanchez Notary Public
 (Print name & title of affiant) (Corporate Seal)

ANA SANCHEZ
 Notary Public
 State of New Jersey
 My Commission Expires July 31, 2018

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	KLINGEN TIRE & AUTO SERVICE		
Address:	47-49 LEONARD ST		
City:	JERSEY CITY	State:	NJ
		Zip:	07307

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

MARIANO HENRIQUEZ
Printed Name

President
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.274

Agenda No. 10.P

Approved: APR 23 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ALWAYS BRIGHT CLEAN SPOTLESS POOL SERVICE (A.B.C.S) FOR POOL INSPECTIONS AND MAINTENANCE FOR THE DIVISION OF PARK MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited quotes for **Pool Inspections and Maintenance**; and

WHEREAS, the Division of Purchasing solicited and obtained (3) three proposals, with the lowest responsible being that from Always Bright Clean Spotless (A.B.C.S.), 355 Riverlawn Drive, Wayne, New Jersey 07470 in the total amount of **Thirty Five Thousand Nine Hundred Ninety Five Dollars (\$35,995.00)**; and

WHEREAS, the Purchasing Director has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the City Clerk has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

WHEREAS, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the contract shall be effective as of January 1, 2014 through December 31, 2014; and

WHEREAS, funds in the amount of \$1,000.00 are available in **Park Maintenance Operating Account No. 01-201-28-375-310.**

(Continued on Page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ALWAYS BRIGHT CLEAN SPOTLESS POOL SERVICE (A.B.C.S) FOR POOL INSPECTIONS AND MAINTENANCE FOR THE DIVISION OF PARK MAINTENANCE

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$35,995.00 for Pool Inspections and Maintenance is awarded to Always Bright Clean Spotless (A.B.C.S.) and the Purchasing Director is directed to have such a contract drawn up and executed;
2. Upon certification by an official or employee of the City authorized to administer the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2014 calendar year permanent budget.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$1,000.00 are available in **Park Maintenance Operating Account No. 01-201-28-375-310.**

Account	PO #	Total Contract	Temp Encumbrance
01-201-28-375-310	113171	\$35,995.00	\$1,000.00

Patricia M Vega, for. 4.4.14
Patricia M Vega, Principal Buyer, RPPS for:
Peter Folgado, Director of Purchasing, QPA, RPPO

Donna Mauer, Chief Financial Officer

pv
4/4/14

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ALWAYS BRIGHT CLEAN SPOTLESS POOL SERVICE (A.B.C.S) FOR POOL INSPECTIONS AND MAINTENANCE FOR THE DIVISION OF PARK MAINTENANCE.

Project Manager

Department/Division	DPW	Park Maintenance
Name/Title	Cleveland Snow	Director
Phone/email	201-547-4495	csnow@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

There exists a need for pool inspections and maintenance at the Pershing Field, Pavonia, and Lafayette swimming pools.

Cost (Identify all sources and amounts)

Park Maintenance Operating Account

01-201-28-375-310 for \$35,995.00.

Contract term (include all proposed renewals)

Contract is for 12 months.

Type of award: Pay to Play Award

If "Other Exception", enter type:

Additional Information

Proposals were solicited from:

A.B.C.S. Pool Service for \$35,995.00

Deep Run Aquatic for \$38,800.00

American Pool - Non responsive (failed to perform walk through)

I certify that all the facts presented herein are accurate.

[Signature]
Signature of Department Director

4/10/14
Date

[Signature]
Signature of Purchasing Director


4-11-14
Date

DETERMINATION OF VALUE CERTIFICATION

I, Michael Razzoli, of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.
2. There exists a need for pool inspections and maintenance at the Pershing Field, Pavonia and Lafayette swimming pools for the Division of Park Maintenance.
3. The City informally solicited quotations for pool inspections and maintenance.
4. The Department's recommendation is to award a contract to Always Bright Clean Spotless Pool Service for the pool inspections and maintenance.
5. The cost of the Contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

4/13/14
Date


Michael Razzoli, DPW Director



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

Date: April 7, 2014

To: Rolando R. Lavarro, Jr; Council President and Members of the
Municipal Council

From: Cleveland Snow, Park Maintenance Director *CS*

Subject : Contract Award (Pool Inspections & Maintenance)

There exists a need for pool inspections and maintenance at the Pershing Field, Pavonia and Lafayette swimming pools respectively. Three (3) proposals were solicited, with the lowest responsible being that from A.B.C.S. Pool Service, 355 Riverlawn Drive, Wayne, New Jersey 07470 in the total bid amount of thirty five thousand nine hundred and ninety five dollars and zero cents (\$35,995.00). The other proposal was from Deep Run Aquatic for \$38,800.00. American pool was non responsive, failed to perform walk through.

The total of this contract will not exceed \$35,995.00. The Department of Public Works has used this vendor in previous years and would like to continue because the vendor has been performing the services in an effective and efficient manner.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact us.

Thank you for your cooperation.

P.O. NO.	113171	ABCS POOL		AMERICAN POOL		DEEP RUN AQUATIC	
REQ. NO.	164764			SEAN YELLIS		SEAN HAGGERTY	
DIV/DEPT	PARKS MAINTENANCE			7325121900			
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	EXT AMT	UNIT COST	EXT AMT
1	INSPECTIONS & MAINTENANCE	1	EA	\$ 35,995.00	\$ 35,995.00	NO BID	\$ -
2				\$ -	\$ -	\$ -	\$ -
3				\$ -	\$ -	\$ -	\$ -
4				\$ -	\$ -	\$ -	\$ -
5				\$ -	\$ -	\$ -	\$ -
6				\$ -	\$ -	\$ -	\$ -
7				\$ -	\$ -	\$ -	\$ -
8				\$ -	\$ -	\$ -	\$ -
9				\$ -	\$ -	\$ -	\$ -
10				\$ -	\$ -	\$ -	\$ -
11				\$ -	\$ -	\$ -	\$ -
12				\$ -	\$ -	\$ -	\$ -
13				\$ -	\$ -	\$ -	\$ -
14				\$ -	\$ -	\$ -	\$ -
15				\$ -	\$ -	\$ -	\$ -
		SUB-TOTAL			\$ 35,995.00		\$ -
	SHIPPING/HANDLING				\$ -		\$ -
	TOTAL				\$ 35,995.00		\$ -

NOTES:

P.O. NO.	113171	ABCS POOL					AMERICAN POOL	DEEP RUN AQUATIC			
REQ. NO.	164764						SEAN YELLIS	SEAN HAGGERTY			
DIV/DEPT	PARKS MAINTENANCE						7325121900				
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	UNIT COST	EXT AMT
1	INSPECTIONS & MAINTENANCE	1	EA	\$ 35,995.00	\$ 35,995.00	NO BID	-	\$ 38,800.00	\$ 38,800.00	\$ 38,800.00	\$ 38,800.00
2				\$ -	\$ -	\$ -	-	\$ -	-		
3				\$ -	\$ -	\$ -	-	\$ -	-		
4				\$ -	\$ -	\$ -	-	\$ -	-		
5				\$ -	\$ -	\$ -	-	\$ -	-		
6				\$ -	\$ -	\$ -	-	\$ -	-		
7				\$ -	\$ -	\$ -	-	\$ -	-		
8				\$ -	\$ -	\$ -	-	\$ -	-		
9				\$ -	\$ -	\$ -	-	\$ -	-		
10				\$ -	\$ -	\$ -	-	\$ -	-		
11				\$ -	\$ -	\$ -	-	\$ -	-		
12				\$ -	\$ -	\$ -	-	\$ -	-		
13				\$ -	\$ -	\$ -	-	\$ -	-		
14				\$ -	\$ -	\$ -	-	\$ -	-		
15				\$ -	\$ -	\$ -	-	\$ -	-		
		SUB-TOTAL			\$ 35,995.00		-		-		
		SHIPPING/HANDLING			\$ -		-		-		
		TOTAL			\$ 35,995.00		-		-		

NOTES:

A.B.C.S. POOL SERVICE INC.

355 RIVERLAWN DRIVE
WAYNE N.J. 07470
973-256-5536 EST. 1969

PROPOSAL

DATE
1/8/2014

NAME / ADDRESS
JERSEY CITY D.P.W. BUREAU OF PARK MAINTENANCE 575 RT. 440 JERSEY CITY, N.J. 07305 ATTN: ELIZABETH HARLEY

			PROJECT
			2014 SERVICES
DESCRIPTION	QTY	COST	TOTAL
WINTERIZE POOL AND EQUIPMENT. POOL TO BE DRAINED BY CUSTOMER PRIOR TO WINTERIZING WINTERIZING CHEMICALS INCLUDED IN PRICE		4,050.00	4,050.00
LAFAYETTE PARK			
LATE MARCH - FULL BACK COVERS ON BOTH POOLS AND ADD CHLORINE AND ALGAEICIDE TO MAINTAIN WATER QUALITY FOR OPENING		1,455.00	1,455.00
SUMMERIZE BOTH POOLS SUMMERIZING INCLUDES: REMOVE AND FOLD COVERS		6,345.00	6,345.00
DRAIN, PRESSUREWASH AND ACIDWASH BOTH POOLS SUMMERIZE AND STARTUP FILTRATION AND CHEMICAL FEED SYSTEMS INSTALL DECK EQUIPMENT 100 LBS GRANULAR CHLORINE		7,800.00	7,800.00
MONTHLY INSPECTION OF SWIMMING POOLS AND OPERATION	2	170.00	340.00
WINTERIZE BOTH POOLS AND EQUIPMENT WINTERIZING INCLUDES: VACUUM BOTH POOLS LOWER WATER LEVELS BLOWOUT AND CAP FILTRATION LINES AND FILL LINES FROM PUMP ROOM TO POOLS DRAIN FILTRATION AND CHEMICAL FEED LINES SYSTEMS REMOVE DECK EQUIPMENT ADDITION OF WINTERIZING CHEMICALS INCLUDING CHLORINE, ALGAEICIDE AND STAIN PREVENTERS INSTALL POOL COVERS		6,425.00	6,425.00
PLEASE SIGN AND RETURN 1 COPY IF ACCEPTED		TOTAL	\$35,995.00



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ALWAYS BRIGHT CLEAN SPOTLESS
CORPORATION

Trade Name:

Address: 355 RIVERLAWN DRIVE
WAYNE, NJ 07470-7017

Certificate Number: 0065099

Effective Date: September 11, 1970

Date of Issuance: April 03, 2014

For Office Use Only:

20140403152146706

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that ABCS Pool Service Inc (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract ABCS Pool Service Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Always Bright Clean Spotless Corp ^{DBA/} ABCS Pool Service Inc

Signed Fred McKenzie Title: Pres

Print Name Fred McKenzie Date: 1-14-14

Subscribed and sworn before me
this 14th day of Jan, 2014.

My Commission expires:

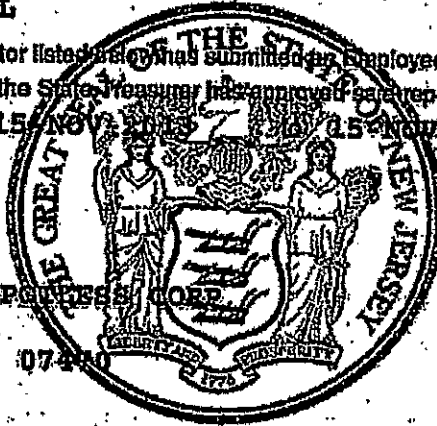
Fred McKenzie Fred McKenzie
(Affiant)
Fred McKenzie Pres
(Print name & title of affiant) (Corporate Seal)

CATHERINE G MOYLES
Notary Public
State of New Jersey
My Commission Expires Feb. 21, 2018

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 NOV 2013 to 15 Nov 2020.



ALWAYS BRIGHT CLEAN SPACIOUS CORP.
355 RIVERLAWN DR.
WAYNE NJ 07420




Andrew P. Sidamon-Eristoff
State Treasurer

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

Part II - Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
 ☒ Subchapter S Corporation
☐ Limited Partnership
☐ Limited Liability Corporation
☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Fred McKenzie	8 Squire Ln Wayne NJ 07470

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Always Bright Clean Spotless Corp DBA/ABCs Pool Service Inc
 Signed: Fred McKenzie Title: Pres
 Print Name: Fred McKenzie Date: 1-14-14

Subscribed and sworn before me this 14th day of Jan, 2014

My Commission expires:

Fred McKenzie
 (Affiant)
Fred McKenzie Pres
 (Print name & title of affiant) (Corporate Seal)

CATHERINE G MOYLES
 Notary Public
 State of New Jersey
 My Commission Expires Feb. 21, 2018



January 17, 2014

Jersey City D.P.W.
Bureau of Park Maintenance
575 Rt. 440
Jersey City, NJ 07305
Attn: Elizabeth Harley

Dear Elizabeth,

We are pleased to provide you with the following proposal:
(This proposal covers from January 1, 2014 thru December 31, 2014)

- 1) Pershing Field Swimming pool
Monthly Inspection of swimming pool and operations \$2,250.00
- 2) Pavonia ave Swimming pool
End of March- Pull back cover and add chemicals to hold pool until opening \$1,000.00
Start up 2012: Drain, and acid wash pool
Summerize filter and chemical control system
Startup of filter system, Provide Startup chemicals, CO2
Not included \$ 6,900.00
Monthly Inspection of swimming pool and operations \$400.00
Winterization of Swimming pool 2012 \$ 4,600.00
- 3) Lafayette Park Swimming Pools
End of March- Pull back covers both pools and add chemicals to hold pool until opening \$1,800.00
Drain and pressure wash and acid wash both pools \$ 8,250.00
Start Up 2012: Remove covers, Vacuum both pools
Summerize filter and chemical control system
Startup of filter system, Provide Startup chemicals \$ 6,600.00
Monthly Inspection of swimming pool and operations \$ 400.00
Winterization of Swimming pool 2012 \$ 6,600.00

Total: \$38,800.00

Sincerely,


Sean Haggerty
General Manager

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.275

Agenda No. 10.Q

Approved: APR 23 2014

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH BZ IRRIGATION FOR THE MAINTENANCE OF IRRIGATION SYSTEMS AT NUMEROUS CITY OWNED FACILITIES FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF PARK MAINTENANCE

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 12-247, approved on March 28, 2012, awarded a one-year contract in the amount of \$78,782.50 to BZ Irrigation for maintenance of irrigation systems for the City of Jersey City (City), Department of Public Works/Division of Park Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, Resolution No. 13-232, approved on March 28, 2013, exercised the first of two renewal options for a total contract amount of \$80,200.59; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the final option and renew the contract for an additional one-year period effective as of March 29, 2014 and ending on March 28, 2015; and

WHEREAS, the total cost of the contract renewal is \$81,002.59; and

WHEREAS, funds in the amount of \$8,000.00 are available in Park Maintenance Operating Account No. 14-01-201-28-375-310.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with BZ Irrigation for maintenance of irrigation systems for the Department of Public Works/Division of Park Maintenance;
- 2) The renewal contract is for a one-year period effective as of March 29, 2014, and the total cost of the contract shall not exceed \$81,002.59;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 calendar year permanent budget and in the subsequent calendar year budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

City Clerk File No. Res. 14.275Agenda No. 10.0 APR 23 2014

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH BZ
IRRIGATION FOR THE MAINTENANCE OF IRRIGATION SYSTEMS AT
NUMEROUS CITY OWNED FACILITIES FOR THE DEPARTMENT OF PUBLIC
WORKS/ DIVISION OF PARK MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Park Maintenance Operating Account No. 14-01-201-28-375-310 for payment of the above resolution.

Requisition # 0165790Purchase Order # 113188Temp. Encumbrance \$ 8,000.00

MR/sb

April 2, 2014

APPROVED: _____

4/3/14

APPROVED AS TO LEGAL FORM

Michael Razzoli, Director, Department of Public Works

APPROVED: _____

Business Administrator

Joanne Monahan
City Clerk

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

APR 23 2014
14.275

CERTIFICATION OF MICHAEL E. RAZZOLI

I, Michael E. Razzoli, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH BZ IRRIGATION FOR THE MAINTENANCE OF IRRIGATION SYSTEMS AT NUMEROUS CITY OWNED FACILITIES TO THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF PARKS MAINTENANCE.**
3. The total funds requested for this contract renewal is \$81,002.59 with a temporary encumbrancy of \$8,000.00.
4. The funds are available in **Parks Maintenance Operating Account No. 01-201-28-375-310.**
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: _____

4/3/14



Michael E. Razzoli
Director of Department of Public Works

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full title of ordinance/resolution/cooperative agreement:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH BZ IRRIGATION FOR THE MAINTENANCE OF IRRIGATION SYSTEMS AT NUMEROUS CITY OWNED FACILITIES TO THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF PARKS MAINTENANCE.

2. Name and title of person initiating ordinance/resolution, etc.:

Michael Razzoli, Director of the Department of Public Works for the Division of Park Maintenance.

3. Concise description of program, project or plan proposed in the ordinance/resolution:

There exists a need for irrigation systems at numerous city owned facilities.

4. Reasons (need) for the proposed program, project, etc.:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH BZ IRRIGATION FOR THE MAINTENANCE OF IRRIGATION SYSTEMS AT NUMEROUS CITY OWNED FACILITIES TO THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF PARKS MAINTENANCE.

5. Anticipated benefits to the community:

There exists a need for irrigation systems at numerous city owned facilities.

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):

The cost of this contract renewal is eight one thousand and two dollars and fifty nine cents (\$81,002.59).

7. Date the proposed program, or project will commence:

Upon adoption by The Jersey City Municipal Council.

8. Anticipated completion date:

May 28, 2015.

9. Person responsible for coordinating proposed program, project, etc.:

Cleveland Snow, Director, Division of Parks Maintenance, DPW.

10. Additional comments:

Resolution proposed at the recommendation of the Director of Parks Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

Peter Folgado, Director of Purchasing, RPPO, QPA Date:


Signature of Department Director

4/3/14
Date:

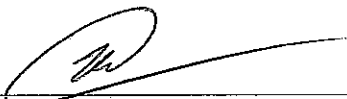
CERTIFICATION OF MICHAEL E. RAZZOLI

I, Michael E. Razzoli, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH BZ IRRIGATION FOR THE MAINTENANCE OF IRRIGATION SYSTEMS AT NUMEROUS CITY OWNED FACILITIES TO THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF PARKS MAINTENANCE.**
3. The total funds requested for this contract renewal is \$81,002.59 with a temporary encumbrancy of \$8,000.00.
4. The funds are available in **Parks Maintenance Operating Account No. 01-201-28-375-310.**
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: _____

4/3/14



Michael E. Razzoli
Director of Department of Public Works

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH BZ IRRIGATION FOR THE MAINTENANCE OF IRRIGATION SYSTEMS AT NUMEROUS CITY OWNED FACILITIES TO THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF PARKS MAINTENANCE.

Project Manager

Department/Division	DPW	Parks Maintenance
Name/Title	Cleveland Snow	Director
Phone/email	201-547-4495	csnow@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

There exists a need for maintenance of irrigation systems at numerous facilities. Original contract was awarded on resolution # 12-247, approved on March 28, 2012 for \$78,782.50. The bid specifications provided the City with the option to renew the contract for two additional one-year periods. Resolution # 13-232, approved on March 28, 2013, exercised the first of two options for a total contract amount of \$80,200.59. The City desires to exercise the final option and renew the contract for an additional one-year period effective as of **March 29, 2014 and ending on March 28, 2015** for a total contract amount of \$81,002.59.

Cost (Identify all sources and amounts)

Parks Maintenance Operating Account

01-201-28-375-310 for \$81,002.59

Contract term (include all proposed renewals)

Contract is for 12 months effective **March 29** 2014.

Type of award **Public Bid – Contract Renewal**

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

4-3-14
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803




MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

Date: March 28, 2014

To: Rolando R. Lavarro, Jr; Council President and Members of the
Municipal Council

From: 
Cleveland Snow, Parks Maintenance Director

Subject : **Contract Renewal (Irrigation Systems)**

The purpose of this letter is to explain the above subject matter. Resolution No. 12-247, approved on March 28, 2012, awarded a one-year contract in the amount of \$78,782.50 to BZ Irrigation for maintenance of irrigation systems at numerous facilities. The bid specifications provided the City with the option to renew the contract for two (2) additional one (1) year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics. Resolution No. 13-232, approved on March 28, 2013, exercised the first option to renew the contract in the amount of \$80,200.59.

The vendor has been performing the services in an effective and efficient manner. The City desires to exercise the final option and renew the contract for an additional one-year period effective as of **May 29, 2014 to May 28, 2015**. The total cost of the contract renewal is **\$81,002.59**. The funds are available for this expenditure in **Parks Maintenance Operating Account No. 14-01-201-28-375-310** for payment.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office at extension 4495.

Thank you for your cooperation.

BID PROPOSAL
(Continued)

LIST OF PRICES:

Item No. 1-Seasonal Start-Up Service

The Bidder agrees to provide all labor, incidental material, equipment and services required to perform the seasonal start-up as described in the Specifications for the lump sum bid price of (broken down for each facility):

Locations and Description for Sprinkler System:

<u>Site</u>	<u>Address</u>	<u>Bid Price For Season Start-Up</u>
A. Mary Benson	Mersele Ave. & Newark Ave.	\$ <u>650</u>
B. Country Village Park	Sycamore Rd. Bet Briarwood Rd.	\$ <u>650</u>
C. Roberto Clemente L. Little League	450-464 Manila Ave	\$ <u>650</u>
D. Gateway Park (Dick Seay/Old Colony)	Bright St. Manilla Ave.	\$ <u>650</u>
E. Enos Jones Park	Eight St @ Brunswick St	\$ <u>650</u>
F. Lafayette Park (Including Franco Field)	Lafayette and Van Horne Street	\$ <u>650</u>
G. Recreational Complex	Mercedes & Grand Street	\$ <u>650</u>
H. Metro Field & Field House (Countney Ficchione LL)	179 Westside Ave	\$ <u>650</u>
I. Pershing Field	201 Central Ave	\$ <u>650</u>
J. Lincoln Park West Field	Lincoln Park West Routes 1 & 9	\$ <u>1300</u>
K. Summit Ave Fire House	Summit and Laidlaw Ave	\$ <u>300</u>
L. City Hall	Montgomery & Grove St.	\$ <u>300</u>
M. M.L.K. Center	125 M.L.K. Drive & Dwight St	\$ <u>300</u>
N. Palisade Fire House	Palisade and Congress St.	\$ <u>300</u>

Bid Proposal
(Continue)

O. Court House

Summit and Newark St.

\$ 300

P. Caven Point

Caven Point Road and Garfield

\$ 1300

Q. Van Vorst Park

Montgomery and Jersey Avenue

\$ 650

R. Newport Pier

Newport Parkway

\$ 650

S. Hamilton Park

Pavonia

\$ 650

T. Bayside Park.

Garfield Ave

\$ 650

TOTAL BID PRICE ITEM NO.1

Twelve Thousand Five Hundred
Fifty
(In Writing)

\$ 12,550
(In Figures)

The bid price for seasonal stat-up shall include all costs including direct and indirect salary, fringe benefits overhead, equipment (Owned and rented), etc., including trucks and other equipment.

BID PROPOSAL
(Continued)

Item No. 2 - Year Round Service

The Bidder agrees to provide year round service, as outline in the specifications, for a period of one year based on the labor rate inserted by the bidder below. The successful bidder shall be paid based upon actual quantity of time used, however, it shall not exceed the estimated quantity without prior written approval by the City's Purchasing Agent

450 Hours _____ \$ 62 ¹⁰/₁₀₀ / Hour = \$ 27,945
Time New Jersey Licensed Irrigation Contractor Total Cost

375 Hours _____ \$ 62 ¹⁰/₁₀₀ / Hour = \$ 23,287 ⁵⁰/₁₀₀
Unit Cost Helper Total Cost

Fifty one Thousand Dollars
TOTAL BID PRICE ITEM # 2 Two Hundred Thirty Two and 50 cents \$ 51,232 ⁵⁰/₁₀₀
(In Writing) (In Figures)

NOTE: ALL UNIT PRICE FOR LABOR SHALL INCLUDE ALL COSTS INCLUDING DIRECT AND INDIRECT SALARY, FRINGE BENEFITS, OVERHEAD, PROFIT, EQUIPMENT (OWNED AND RENTED), ETC., INCLUDING TRUCKS AND OTHER EQUIPMENT NECESSARY TO PERFORM THE WORK.

ITEM NO. 3 - PARTS ALLOWANCE

Including in the total bid amount will be the sum of Fifteen Thousand (\$15,000.00) Dollars to cover the cost of required parts under the Year Round Service section of the contract. Payments for parts shall be governed by conditions set forth in the technical specification under Year Round Service

Fifteen Thousand _____ \$15,000.00
(In Writing) (In Figures)

BID PROPOSAL - Continued.

GRAND TOTAL PRICE ITEMS 1 THROUGH 3

The price shall include all labor materials equipment, removal of discarded parts, etc., and all other services to complete all work as specified. The contractor shall be paid based upon the actual quantities used; however, it shall not exceed the estimated quantity without prior issuance of a change order

Seventy Eight Thousand Seven Hundred Eighty Two Dollars	\$ 78,782.50
And 50 Cents	
In Writing	In Figures

The contract will be awarded based on the grand total amount for item nos. 1 through 3 above however, it is understood that the Unit prices for quantities are based upon good faith estimated of the quantities of time needed; therefore, the Contract Price, which cannot be determined until completion of the project, may be for a sum either grater than or less than the Grand Total Bid above.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises it's option to review the contract, the vendor must accept the contract renewal. The renewal contract price will be the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics in the month of renewal. Renewal of the contract shall be subject to the availability and appropriation of sufficient funds in the fiscal year budget of the renewal year.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13-232

Agenda No. 10.2.5

Approved: MAR 28 2013

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH BZ IRRIGATION FOR THE MAINTENANCE OF IRRIGATION SYSTEMS AT NUMEROUS CITY OWNED FACILITIES TO THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARKS MAINTENANCE

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 12-247, approved on March 28, 2012, awarded a one-year contract in the amount of \$78,782.50 to BZ Irrigation for maintenance of irrigation systems for the City of Jersey City (City), Department of Public Works/Division of Parks Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of March 29, 2013 and ending on March 28, 2014; and

WHEREAS, the total cost of the contract renewal is \$80,200.59; and

WHEREAS, funds in the amount of \$8,000.00 are available in Parks Maintenance Operating Account No. 13-01-201-28-375-310;

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with BZ Irrigation for maintenance of irrigation systems for the Department of Public Works/Division of Parks Maintenance;
- 2) The renewal contract is for a one-year period effective as of March 29, 2013, and the total cost of the contract shall not exceed \$80,200.59;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2013 calendar year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2013 calendar year permanent budget and in the subsequent calendar year budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

City Clerk File No. Res. 13-232Agenda No. 10.Z.5 MAR 28 2013

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH BZ IRRIGATION FOR THE MAINTENANCE OF IRRIGATION SYSTEMS AT NUMEROUS CITY OWNED FACILITIES TO THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARKS MAINTENANCE

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Parks Maintenance Operating Account No. 13-01-201-28-375-310 for payment of the above resolution.

Requisition # 0161400Purchase Order # 109383Temp. Encumbrance \$8,000.00

RWH/sb
March 07, 2013

APPROVED: Radney W. Hadley 3/12/13 APPROVED AS TO LEGAL FORM

Radney W. Hadley, Director, Department of Public Works

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	ABSENT			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk



CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER
109383

PURCHASE ORDER & VOUCHER

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

REQUISITION # **0161400**
BUYER **RESOPT**

DATE **03/18/2013** VENDOR NO. **BZ086900**

VENDOR INFORMATION

BZ IRRIGATION INC.
308 MT. PROSPECT AVENUE
CLIFTON NJ 07013

DELIVER TO
PARK MAINTENANCE
575 RT. 440

JERSEY CITY NJ 07305

BILL TO
PARK MAINTENANCE
575 RT. 440
JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	REN	CONTRACT RENEWAL MAINTENANCE OF IRRIGATION SYSTEMS AT NUMEROUS CITY OWNED FACILITIES TOTAL CONTRACT AMOUNT = \$80,200.59 TEMP. ENCUMBRANCY = \$8,000.00 CONTRACT DURATION = 03/29/13 TO 03/28/14 *** EXERCISING 1ST OF 2 YR OPTIONS TO RENEW FOR AN ADDITIONAL YEAR INITIAL RESO # 12-247 , APPROVED 03/28/12 PARTIAL PAYMENT VOUCHERS * AS PER RESO 13-232 d/d 3/28/13	01-201-28-375-310	8,000.0000	8,000.00

DEPT. OF PUBLIC WORKS
DIRECTOR'S OFFICE
2013 MAY 20 A 12u

TAX EXEMPTION NO. **22-6002013**

PO Total **8,000.00**

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

4/17/13

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

5/10/13

DATE

APPROVED BY THE PURCHASING AGENT

3/29/13

DATE

APPROVED BY ACCOUNTS & CONTROL

5/13/13

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 12-247

Agenda No. 10.Z.2

Approved: MAR 28 2012

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BZ IRRIGATION FOR THE MAINTENANCE CONTRACT FOR IRRIGATION SYSTEM AT NUMEROUS CITY OWNED FACILITIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for the Maintenance Contract for Irrigation System at Numerous City Owned Facilities to the City of Jersey City for the Department of Public Works, Division of Park Maintenance pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received Five (5) Bids, the lowest bid being that from BZ Irrigation, 308 MT. Prospect Avenue, Clifton NJ 07012 in the total bid amount of Seventy Eight Thousand, Seven Hundred and Eighty Two (\$78,782.50) Dollars and Fifty Cents ; and

WHEREAS, the contract shall be for a period of one (1) year commencing the date of the award of the contract and the City reserves the option to renew the contract for up to two (2) additional one (1) year terms; and

WHEREAS, the City's Purchasing Director has certified that he considers said bids to be fair and reasonable; and

WHEREAS, the sum of Seventy Eight Thousand, Seven Hundred and Eighty Two (\$78,782.50) Dollars and Fifty Cents; will be budgeted for the 2012, 2013, 2014 and 2015 temporary and permanent budget years subject to the approval of said budget by the Municipal Council; and

WHEREAS, the funds for this purchase are available in Account # 01-201-28-375-310; and

WHEREAS, the sum of Eight Thousand (\$8,000.00) Dollars is available in the 2012 and 2013 temporary budgets; and

Department of Public Works/Division of Park Maintenance
Acct. No. 01-201-28-375-310 P.O. No. 106057 Temp. Encumbrance \$8,000.00

WHEREAS, if funds are not available for the contract in the 2012, 2013, 2014 and 2015 temporary and permanent budgets, the contract will be terminated.

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

WHEREAS, the remaining contract funds of Seventy Thousand, Seven Hundred and Eighty Two (\$70,782.50) Dollars and Fifty Cents, will be made available in the 2012 and 2013 temporary and permanent budgets; and

(Continued on Page 2)

TITLE: RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BZ IRRIGATION FOR THE MAINTENANCE CONTRACT FOR IRRIGATION SYSTEM AT NUMEROUS CITY OWNED FACILITIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **BZ Irrigation** be accepted and that a contract be awarded to said company in the above amount, and the City's Purchasing Director is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account No. 01-201-28-375-310

Department of Public Works/Division of Park Maintenance
Acct. No. 01-201-28-375-310 P.O. No. 106052 Temp. Encumbrance \$8,000.00

Approved by: Peter Folgado, Director of Purchasing, RPPO, QPA

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM [Signature]

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3/28/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			MASSEY	ABSENT		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V. Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan
Peter M. Brennan, President of Council

Robert Byrnes
Robert Byrnes, City Clerk

RESOLUTION FACT SHEET
OF BID RECEPTION

FULL TITLE OF RESOLUTION:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BZ IRRIGATION FOR THE MAINTENANCE CONTRACT FOR IRRIGATION SYSTEM AT NUMEROUS CITY OWNED FACILITIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

PERSON AND DEPARTMENT REQUESTING BID RECEPTION:

Rodney Hadley, Director, Department of Public Works

PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:

Peter Folgado, Director, Division of Purchasing

NUMBER OF PROPOSALS PICKED-UP:

Six (6)

DATE BIDS WERE PUBLICLY RECEIVED:

March 1, 2012

NUMBERS OF BIDS RECEIVED:

Five (5)

DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:

Maintenance Contract for Irrigation System at Numerous City Owned Facilities For the Department of Public Works/Division of Park Maintenance

BIDDER'S INFORMATION:

- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

	Grand Total Bid Price
1) BZ Irrigation 308 Mt. Prospect Avenue Clifton, NJ 07012	\$78,782.50
2) Ascape Landscape & Construction 667-669 Communipaw Ave Jersey City, NJ 07304	\$84,885.00
3) Tri-Season Landscaping 2560 U.S Highway 22 Scotch Plains, NJ 07076	\$88,475.00
4) High Tech Landscape, Inc 10 Culner Drive Branchburg, NJ 08876	\$89,435.25
5) Aqua-Mist Irrigation of NJ, LLC 28 James Street South Hackensack, NJ 07606	\$112,025.00

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

**I CERTIFY THAT ALL THE FACTS
HAVE BEEN PRESENTED**

Date _____


Peter Folgado, Director of Purchasing, RPPO, QPA



IRRIGATION, INC.

Brian Kulesa
973-777-7188
PO Box 596
Clifton, NJ 07012

March 7, 2014

Cleveland Snow
City of Jersey City
Department of Public Works
575 Route #440
Jersey City, NJ 07305

Dear Mr. Cleveland Snow:

BZ Irrigation would like to confirm renewal of the contract for Irrigation Systems at Numerous City Owned Facilities for the Department of Public Works/Division of Park Maintenance.

Please find attached the forms that you requested.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "BK", is written over a horizontal line.

Brian Kulesa
BZ Irrigation, Inc.
info@bzirrigation.com
973.777.7188 phone
973.773.2104 fax

2014 APR 12 AM 10:22

RECEIVED

Underground Sprinkler Systems
Service & Installation

Residential • Commercial • Athletic Fields



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201.547.4402 | F: 201.547.4803



MICHAEL RAZZOLI
DIRECTOR

February 20, 2014

BZ Irrigation
308 Mt. Prospect Ave
Clifton, New Jersey 07012
Attention: -Lisa or Brian

Subject - Renewal Option - Irrigation System at Numerous City Owned Facilities


Dear Brian Kulea:

Your present contract for Irrigation System at Numerous City Owned Facilities for the Department of Public Works/Division of Park Maintenance is due to expire on March 28, 2014. The provision of the contract allows the city to renew the contract with the price being the preceding year. The contract price will be adjusted according to the Federal Consumer Price Index Published by the Bureau of Labor Statistics.

At this time the CPI number will not be available until March 16, 2014 and at that time we will be contacting the Bureau of Labor Statistics for that number. Please confirm this renewal and terms in writing A.S.A.P. Also, attached are the EEO/Affirmative Action and Play to Play forms which need to be filled out and returned along with your conformation letter and Business Registration information.

If you have any questions please contact the Division of Park Maintenance and speak with Ms. Harley at 201-547-4449 for assistance.

Sincerely,


Cleveland Snow, Division Director
Division of Park Maintenance

CS/eh

C: Mike Razzoli, Director Department of Public Works
James Madden, Deputy Director
Silendra Baijnauth, Fiscal Officer, Department of Public Works
Bhavini Doshi, Confidential Aide, Department of Public Works
Mailed - February 20, 2014
file

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Brian Kulesa

Representative's Signature: [Signature]

Name of Company: B2 Irrigation Inc.

Tel. No.: 973-772-7188 Date: 3/3/14

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: BC INVESTIGATION INC.
Address: 308 MT. RESPECTIVE, CLIFTON, NJ 07012
Telephone No.: 973-777-7188
Contact Name: BIM KUSA

Please check applicable category:

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : BZ Irrigation Inc.
Address : 308 Mt. Prospect Ave. Clifton, NJ 07012
Telephone No. : 973-777-7188
Contact Name : Brian Kulesa

Please check applicable category :

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the President of SC Investigation, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Brian Kulosa (President)
Representative's Signature: [Signature]
Name of Company: SC INVESTIGATION INC.
Tel. No.: 973-777-7188 Date: 3/5/13

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: <http://www.state.nj.gov/purchase/contract-compliance/aa302/aa302.pdf>

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 82-3622306	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 1
4. COMPANY NAME IX Irrigation INC.		
5. STREET 308 Mt. Prospect Ave.	CITY Cicero	STATE MD
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE SO INDICATE) None		ZIP CODE 07012
7. CHECK ONE IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 1		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 1		
10. PUBLIC AGENCY AWARDING CONTRACT City of Jersey City DPW		
CITY Jersey City	COUNTY Hudson	STATE NJ
ZIP CODE 07305		
Official Use Only	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories. In columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Col. 2 + 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers													
Professionals													
Technicians	1	1											
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment from previous report (if any)													
Temporary & Part-Time Employees													

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED NO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 1/2013 To: 12/2013		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Brian Lulesa	SIGNATURE 	TITLE President	DATE NO. DAY YEAR 3/3/2014
17. ADDRESS NO. & STREET 308 Mt. Prospect Ave	CITY Cicero	COUNTY Assate	STATE NJ
	ZIP CODE 07012	PHONE (AREA CODE, NO., EXTENSION) 973-777-2188	

BZ Irrigation Inc.
P.O. Box 596
Clifton, NJ 07012

VALLEY NATIONAL BANK
Allwood Office
605 Allwood Rd. Clifton, NJ 07012
55-138/212

2562

3/5/2014

\$ **150.00

PAY TO THE ORDER OF
Treasurer - State of New Jersey

One Hundred Fifty and 00/100***** DOLLARS

NJ Department of Treasury
Division of Purchase and Property
Contract Compliance Audit Unit
PO Box 206
Trenton, NJ 08625-0206
22-3632306 Form AA302

MEMO

⑆002562⑆ ⑆021201383⑆ ⑆004095853⑆

2562

BZ Irrigation Inc.

Treasurer - State of New Jersey

Form aa302

3/5/2014

150.00

Valley National Bank 22-3632306 Form AA302

150.00

Site Number
72794

Registration Date: 08/31/2013
Expiration Date: 08/30/2014



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
Brian Kulesa, President

BZ Irrigation Inc.
2013

Handed J. Wirths
David J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Accordingly, please note that state law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

BZ IRRIGATION, INC.

TRADE NAME:

ADDRESS:

308 MT PROSPECT AVE
CLIFTON NJ 07013

SEQUENCE NUMBER:


0729423

EFFECTIVE DATE:

03/02/99

ISSUANCE DATE:

06/25/08



Director
New Jersey Division of Revenue

FORM-BRC
10-2-11 11-21-11

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at the address shown above.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: BZ IRRIGATION, INC.
Trade Name:
Address: 308 MT PROSPECT AVE
CLIFTON, NJ 07012-1014
Certificate Number: 0729423
Effective Date: March 02, 1999
Date of Issuance: April 02, 2014

For Office Use Only:
20140402084854913

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that BZ Irrigation Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding 3/28/14 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract BZ Irrigation Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: BZ Irrigation Inc.

Signed [Signature] Title: President

Print Name Brian Kulesa Date: 3/3/2014

Subscribed and sworn before me

this 5 day of April, 2014.

My Commission expires:

[Signature] (Affiant)
(Print name & title of affiant) (Corporate Seal)

**JOSEPH P. KORIBANICS
NOTARY PUBLIC OF NEW JERSEY
I.D. # 35256
My Commission Expires 6/17/2018**

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj, "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Brian Kulesa	308 RT Rtus poci Ave. Clifton, NJ 07012

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: BE IT INC.

Signed: [Signature] Title: President

Print Name: Brian Kulesa Date: 3/5/14

Subscribed and sworn before me this 5 day of MARCH, 2014

My Commission expires:

[Signature]
(Affiant)
JOSEPH P. KORIBANICS
NOTARY PUBLIC OF NEW JERSEY
I.D. # 35256
My Commission Expires 6/17/2016

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

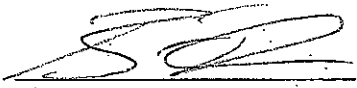
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	BZ Irrigation Inc.		
Address:	308 Mt. Prospect Ave		
City:	Clifton	State:	NJ
		Zip:	07012

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	<u>Brian Kulesa</u>	<u>President</u>
Signature	Printed Name	Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A	N/A		\$

☐ Check here if the information is continued on subsequent page(s)

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.276

Agenda No. 10.R

Approved: APR 23 2014

TITLE:



RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO DITSCHMAN FLEMINGTON FORD LINCOLN MERCURY INC. (DFFLM) FOR THE PURCHASE OF 2015 FORD 550 REGULAR CAB & 2015 F550 SUPER CAB VEHICLES EQUIPPED WITH SNOW REMOVAL/HAZARDOUS WEATHER EQUIPMENT FOR THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY FUNDED THROUGH FY 13 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Office of Emergency Management will utilize these multipurpose specialized vehicles to support and implement City departments and agencies to respond to manmade and natural disasters as well as enhance transportation capabilities relevant to support emergency sheltering efforts; and

WHEREAS, N.J.S.A. 40A:11-12. of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

WHEREAS, funding this purchase is an allowable expense under the FY-13 Department of Homeland Security Urban Area Security Initiative at no expense to the City; and

WHEREAS, Ditschman Flemington Ford Lincoln Mercury Inc. (DFFLM), 215 Routes 202 & 31, Flemington, New Jersey 08822 is in possession of State Contract No. **A79113 and A82304**, submitted a proposal for **2015 Ford 550 Regular Cab and 2015 Ford F550 Super Cab Vehicles equipped with Snow Removal/Hazardous Weather Equipment**; and

WHEREAS, funds are available for this contract in the **Federal & State Grant Fund**;

Account	P.O. #	State Contract	Total Contract
02-213-40-372-314	113109	A79113	\$70,179.00
02-213-40-372-314	113108	A82304	\$73,074.00

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Ditschman Flemington Ford Lincoln Mercury Inc. (DFFLM), be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq. and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued on Page 2)

City Clerk File No. Res. 14.276Agenda No. 10.R APR 23 2014

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO DITSCHMAN FLEMINGTON FORD LINCOLN MERCURY INC. (DFFLM) FOR THE PURCHASE OF 2015 FORD 550 REGULAR CAB & 2015 F550 SUPER CAB VEHICLES EQUIPPED WITH SNOW REMOVAL/HAZARDOUS WEATHER EQUIPMENT FOR THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY FUNDED THROUGH FY 13 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account 02-213-40-372-314.

Account	P.O. #	State Contract	Total Contract
02-213-40-372-314	113109	A79113	\$70,179.00
02-213-40-372-314	113108	A82304	\$73,074.00

Approved by Peter M. Folgado for: 3.24.14
Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv
3/24/14

APPROVED: Joanne Monahan
APPROVED: Joanne Monahan
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO DITSCHMAN FLEMINGTON FORD LINCOLN MERCURY INC. (DFFLM) FOR THE PURCHASE OF 2015 FORD 550 REGULAR CAB & 2015 F550 SUPER CAB VEHICLES EQUIPPED WITH SNOW REMOVAL/HAZARDOUS WEATHER EQUIPMENT FOR THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY FUNDED THROUGH FY 13 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

Project Manager

Department/Division	Office of Emergency Management & Homeland Security	<division>
Name/Title	W. Greg Kierce	Director
Phone/email	201 547-5681	wkierce@njicps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The Office of Emergency Management & Homeland Security proposes to purchase two multipurpose specialized vehicles funded thru the Urban Area Security Initiative (UASI) FFY-13 grant.

Vehicle 1 is described as a 2015 Ford F-550 4x4 Rack truck equipped with a snow plow and rear lift gate..

Vehicle 2 is described as a 2015 Ford F-550 4x4 Utility Box truck equipped with rear lift-gate.

These vehicles will enable the transport of equipment to support emergency shelter activities, supplement and enhance City departments and agencies response to manmade and natural disasters as well as enhance capabilities related to hazardous weather response.

Cost (Identify all sources and amounts)

Urban Area Security Initiative FFY-13
(UASI) Grant funds

Contract term (include all proposed renewals)

NJ State contract(s): A79113
A82304

Type of award UASI Grant FFY-13 Acct # 02-213-40-372-314

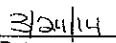
If "Other Exception", enter type

Additional Information

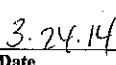
Both proposed vehicles are 100% grant funded at no expense to the city

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date


Signature of Purchasing Director


Date

DFFLM, LLC. T/A DITSCHMAN/FLEMINGTON FORD

215 ROUTES 202 & 31 FLEMINGTON, NJ 08822

PHONE 908-782-3673 FAX 908-782-7305

2015 FORD F550 CHASSIS CAB & OPTIONS

STATE OF NEW JERSEY

~~*~~ CONTRACT A82304 T2810

Standard equipment per specifications

Dual rear wheels available with utility, dump or other bodies

6.7 L V8 turbo diesel 300 HP, 660 ft lbs torque

6 speed TorqShift automatic transmission, 40 gallon fuel tank

Oil life monitor, engine hour and engine idle hour meters

Air conditioning, AM/FM stereo radio with 2 speakers and clock

Airbags, frontal driver & passenger, side impact and side air curtains

19,500 lb GVWR, 32,000 lb GCVWR, maximum towing capacity 16,000 lbs

Integrated trailer brake controller, manual telescoping trailer tow mirrors

200 amp HD alternator, 2x750 CCA battery, tilt wheel

4.88 ratio limited slip axle, molded black cab steps

4 wheel power ABS brakes, front and rear disc, power steering

Front and rear stabilizer bars, 7 wire trailer wiring harness (no plug)

Dual-beam jewel-effect halogen headlamps, 5 roof marker lights

LT225/70Rx19.5G BSW all season tires, including spare tire

Painted front bumper, front tow hooks, underhood service light

40/20/40 split vinyl bench seat with center arm rest, telescoping steering wheel

Auxiliary power point, upper fitter switches on instrument panel

Tachometer, speedometer, oil pressure, transmission temp, engine temp, and fuel gauge

Interval windshield wipers, driver & passenger grab handles, standard XL trim

3 year or 36,000 mile bumper to bumper on Ford components

5yr or 60,000 mile Powertrain Warranty

SuperCab 2 wheel drive

\$38,990.00

Contact Steven Treble 908-782-3673 email streble@flemington.com

Attention: delivery is estimated at 4 to 5 months from receipt of order. This time could be longer due to production times at Ford.

☒ APPROVED
Am
3/20/14

DFFLM, LLC T/A DITSCHMAN/FLEMINGTON FORD

2013 FORD F550 CHASSIS CAB TRUCKS

Available F550 factory options

84" cab to axle	180.00
Operator commanded regeneration, diesel engine only	250.00
19,500 GVWR rating for all other than above application	INCLD
Upgraded frame, rear axle, springs and low deflection pkg. (except 141"WB) increase CGWR to 32,000#	
Limited slip rear axle, <u>recommended with plowing</u>	INCLD
Spare wheel, tire and jack	INCLD
Cab steps, molded black, regular cab	INCLD
Power windows, locks, mirrors & remote entry, regular cab	895.00
TowCommand integrated trailer brake controller	INCLD
Snow plow prep package, spring and alternator upgrade, <u>required with plows</u>	85.00
Engine block heater, optional for all engines	75.00
4 wheel drive upgrade for any chassis style	3,544.00
Vinyl high back bucket seat, with mini console, regular cab only	355.00

STAHL MODEL CST134VVD-52.5 ENCLOSED SERVICE BODY WITH 74" HIGH ROOF
ROM - ALUMINUM ROLLUP REAR DOOR
(4) LED DOME LIGHTS IN LOAD SPACE
LED STRIP LIGHTING IN EACH COMPARTMENT
ALUMINUM DIESEL AND DEF FILLS
TOMMYGATE MODEL 73-20 TP42 RAILGATE 2000LB CAPACITY
73" X 42" + 12" RAMP STEEL TREADPLATE PLATFORM
SAFETY TRIP BAR, SELF CLOSING SYSTEM
RECESSED LED LIGHT KIT
THROTTLE CONTROL FOR HIGH IDLE
BACKUP ALARM
PAINT BODY WHITE POWDER COAT
MUDFLAPS BEHIND REAR WHEELS
CLASS IV TRAILER RECEIVER HITCH WITH ATTACHMENT- COMBO PINTLE/2-5/16" BALL
ATTACHMENT
INSTALL POLLACK 7 PIN TRAILER LIGHT PLUG TO FORD CIRCUIT
DIESEL FUEL ONLY DECAL
WHELEN ELECTRONIC SIREN WITH CONTROLS 295SLSA1 WITH FEDERAL SIGNAL ES100
SPREAKER INSTALLED BEHIND BUMPER
WHELEN LFL LIBERTY LIGHTBAR SX2BBRR ON CAB ROOF MK7 BRACKETS
RED/BLUE LEDS WITH 2 ADDITIONAL SLDBR LEDS AT FRONT - TAKEDOWNS SLH2CC
LAYOUT DRAWING APPROVED BY CUSTOMER
(4) WHELEN VERTEX STROBES AT REAR 2-VTX609R AND 2- VTX609B WITH VTXFB
FLANGE MOUNT - LOCATION TBD
(2) WHELEN 40BR5SCR SPLIT LED RED/BLUE GRILLE LIGHTS WITH ULF44 LED FLASHER
MOUNTED ON CUSTOM BRACKETS BEHIND GRILLE
USE FORD SWITCH PACK FOR ALL LIGHTS - #1 LIGHTBAR, #2 TAKEDOWNS, #3 GRILLE
LIGHTS, #4 REAR LEDS

28,790.00

2013 FORD F550 CHASSIS CAB TRUCKS

Total price \$73,074.00

Quotation for City of Jersey City Public Safety

Exterior cab white, body white, interior steel vinyl individual seats

Attention: delivery is estimated at 4 to 5 months from receipt of order. This time could be longer due to production times at Ford or time required to install additional equipment at an equipment vendor.

2015 FORD
SUPER CAB UTILITY
VAN BODY WITH
OPTIONS
\$73,074



New Jersey Division of Revenue

Revenue

NJEGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0917460 FOR DFFLM, LLC IS VALID.

Rack

DFFLM, LLC. T/A DITSCHMAN/FLEMINGTON FORD

215 ROUTES 202 & 31 FLEMINGTON, NJ 08822

PHONE 908-782-3673 FAX 908-782-7305

2015 FORD F550 CHASSIS CAB & OPTIONS

STATE OF NEW JERSEY

*** CONTRACT A79113 T2789**

Standard equipment per specifications

Dual rear wheels available with utility, dump or other bodies

6.7 L V8 turbo diesel 300 HP, 660 ft lbs torque

6 speed TorqShift automatic transmission, 40 gallon fuel tank

Oil life monitor, engine hour and engine idle hour meters

Air conditioning, AM/FM stereo radio with 2 speakers and clock

Airbags, frontal driver & passenger, side impact and side air curtains

19,500 lb GVWR, 32,000 lb GCWR, maximum towing capacity 16,000 lbs

Integrated trailer brake controller, manual telescoping trailer tow mirrors

200 amp HD alternator, 2x750 CCA battery, tilt wheel

4.88 ratio limited slip axle, molded black cab steps

4 wheel power ABS brakes, front and rear disc, power steering

Front and rear stabilizer bars, 7 wire trailer wiring harness (no plug)

Dual-beam jewel-effect halogen headlamps, 5 roof marker lights

LT225/70R19.5G BSW all season tires, including spare tire

Painted front bumper, front tow hooks, underhood service light

40/20/40 split vinyl bench seat with center arm rest, telescoping steering wheel

Auxiliary power point, upper fitter switches on instrument panel

Tachometer, speedometer, oil pressure, transmission temp, engine temp, and fuel gauge

Interval windshield wipers, driver & passenger grab handles, standard XL trim

3 year or 36,000 mile bumper to bumper on Ford components

5yr or 60,000 mile Powertrain Warranty

Regular Cab 2 wheel drive

\$37,800.00

Contact Steven Treble 908-782-3673 email streble@flemington.com

Attention: delivery is estimated at 4 to 5 months from receipt of order. This time could be longer due to production times at Ford.

☒ **APPROVED**
Quinn
3/20/14

DFFLM, LLC T/A DITSCHMAN/FLEMINGTON FORD

2014 FORD F550 CHASSIS CAB TRUCKS

Selected F550 factory options

120" cab to axle	180.00
Operator commanded regeneration, diesel engine only	250.00
19,500 GVWR rating for all other than above application	INCLD
Upgraded frame, rear axle, springs and low deflection pkg. (except 141"WB) increase CGWR to 32,000#	
Limited slip rear axle, <u>recommended with plowing</u>	INCLD
Spare wheel, tire and jack	INCLD
Cab steps, molded black, regular cab	INCLD
Power windows, locks, mirrors & remote entry, regular cab	895.00
TowCommand integrated trailer brake controller	INCLD
Snow plow prep package, spring and alternator upgrade, <u>required with plows</u>	85.00
Engine block heater, optional for all engines	75.00
4 wheel drive upgrade for any chassis style	3,544.00
Vinyl high back bucket seat, with mini console, regular cab only	355.00
Western 9 ft Ultramount Pro Plus	4,795.00

Omaha Standard model HD16 platform body

16'-6" long by 96" wide

Wood floor, 16'-6" long by 96" wide HD 40" high bulkhead with window

40" high steel rack set, Tommy Gate model 89-30 TP42 high cycle railgate 3000lb capacity, 89" x 42" + 12" ramp steel treadplate platform

Safety trip bar, self closing system, recessed LED light kit

Throttle control for high idle

Backup alarm

Paint body black

Mudflaps behind rear wheels

Class IV trailer receiver hitch with attachment- combo pintle 2-5/16" ball attachment

Install Pollack 7 pin trailer light plug to Ford circuit

Toolbox: 36" x 18" x 18" black steel underbody

Diesel fuel only decal

Whelen electronic siren with controls 295SLSA1 with Federal Signal ES100 speaker installed behind bumper

Whelen LFL Liberty lightbar SX2BBRR on top of bulkhead with MK8H brackets towards front - red/blue LEDs with 5 additional SLDBR LEDs at front and rear - takedowns SLH2CC layout drawing approved by customer

(4) Whelen vertex strobes at rear 2-VTX609R and 2- VTX609B with VTXFB flange mount - location TBD

(2) Whelen 40BR5SCR split led red/blue grille lights with ULF44 LED flasher mounted on custom brackets behind grille

2014 FORD F550 CHASSIS CAB TRUCKS

Use Ford switch pack for all lights - #1 lightbar, #2 takedowns, #3 grille lights, #4 rear LEDs

(2) Golight 2020 spot lights on bulkhead corners with aluminum brackets

\$22,200.00

Total price \$70,179.00

Quotation for City of Jersey City Public Safety

Exterior cab white, body black, interior steel vinyl individual seats

Attention: delivery is estimated at 4 to 5 months from receipt of order. This time could be longer due to production times at Ford or time required to install additional equipment at an equipment vendor.

2015 FORD
REG CAB RACK TRUCK
WITH SNOW PLOW &
OPTIONS
\$70,179⁰⁰

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.277
Agenda No. 10.5
Approved: APR 23 2014
TITLE:



RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO EXTEL COMMUNICATIONS INC. AS AN OPEN END CONTRACT FOR TELECOMMUNICATIONS CABLING GOODS AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION/INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Telecommunications Cabling Goods and Services are needed for the Department of Administration, Division of Information Technology; and

WHEREAS, N.J.S.A. 40A:11-12. of the Local Public Contracts Law authorizes municipalities to use a State Contract and **N.J.A.C. 5:34-7.29** requires City Council authorization for contracts exceeding \$36,000.00; and

WHEREAS, Extel Communications Inc. 830 Belmont Avenue, North Haledon, New Jersey 07508 is in possession of State Contract No. **A80807**, submitted a proposal for **Telecommunications Cabling Goods and Services**; and

WHEREAS, funds are available for this contract in Information Technology's Capital Account Fund;

Account	P.O. #	State Contract	Total Contract
04-215-55-920-990	113167	A80807	\$45,000.00

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Extel Communications Inc., be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, **N.J.S.A. 40A:5-1 et. seq;** and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

City Clerk File No. Res. 14.277Agenda No. 10.S APR 23 2014

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO EXTEL COMMUNICATIONS INC. AS AN OPEN END CONTRACT FOR TELECOMMUNICATIONS CABLING GOODS AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION/INFORMATION TECHNOLOGY

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	P.O. #	State Contract	Total Contract
04-215-55-920-990	113167	A80807	\$45,000.00

Approved by Patricia M. Vega for:
Patricia M. Vega, Principal Buyer, RPPS for:
Peter Folgado, Director of Purchasing, RPPO, QPA

4-3-14
Date

pv
4/3/14

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
701 Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando Lavarro, Jr.
Rolando Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

113167

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO EXTEL COMMUNICATIONS INC. AS AN OPEN END CONTRACT FOR TELECOMMUNICATIONS CABLING GOODS AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION/INFORMATION TECHNOLOGY

Project Manager

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	Director
Phone/email	201-547-4274	bobm@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

THE CITY REQUIRES VOICE AND DATA CABLING GOODS AND SERVICES AT VARIOUS CITY OFFICE LOCATIONS. THIS CABLING INFRASTRUCTURE ENABLES CITY EMPLOYEES TO ACCESS CITY NETWORK COMPUTER SYSTEMS AS WELL AS THE CITY'S IP PHONE SYSTEM.

Cost (Identify all sources and amounts)

\$45,000.00

Contract term (include all proposed renewals)

ONE YEAR (ESTIMATE)

Type of award

STATE CONTRACT

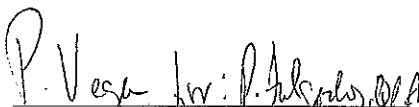
If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

4-4-14
Date


Signature of Director of Purchasing

Date



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0102634 FOR EXTEL COMMUNICATIONS, INC. IS
VALID.



City of Jersey City
Proposal Worksheet
As per State Contract A80807

Technician Cost on site hours (normal)	\$88.00 per hour
Emergency Hours	\$132.00 per hour

Standard Cable rates (up to 150ft.)

Standard CAT5e.....	\$200 per
Standard CAT6.....	\$250 per
Standard Dual CAT5/CAT5.....	\$270 per
Standard Dual CAT6/CAT6.....	\$325 per

Agreed to as stated

Agreed to as stated

EXTEL Communications, Inc.

Date: _____

City of Jersey City

Date: _____

State of New Jersey
Department of the Treasury

Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

Search

NJ Home | Services A to Z | Departments/Agencies | FAQs

Notice of Award

Term Contract(s)

T-1316

TELECOMMUNICATIONS EQUIPMENT & SERVICES

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to JAMES E STRYPE

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- [State Contract Manager](#) Adobe PDF (8 kb)
- [Method of Operation](#) Adobe PDF (54 kb)
- [Vendor Pricing Link](#)
- [Amendment #1 - Additional Distributors](#) Adobe PDF (19 kb)
- [Amendment #2 - Additional Distributors](#) Adobe PDF (21 kb)
- [Amendment #3 - Additional Distributors](#) Adobe PDF (19 kb)
- [Amendment #4 - Additional Distributors](#) Adobe PDF (17 kb)
- [Amendment #5 - Additional Distributors](#) Adobe PDF (21 kb)
- [Amendment #6 - Additional Distributors](#) Adobe PDF (21 kb)
- [Amendment #7 - Additional Distributors](#) Adobe PDF

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By NumberNOAs By TitleSearch NOAs

Index #:	T-1316
Contract #:	VARIOUS
Contract Period:	FROM: 02/01/12 TO: 01/31/17
Applicable To:	ALL STATE AGENCIES

State of New Jersey
Department of the Treasury

— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

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TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T1316 11- X-21415	TELECOMMUNICATIONS EQUIPMENT & SERVICES	EXTEL COMMUNICATIONS INC	80807
TOP			

NJ State
Public Records Act[Contact Us](#) | [Privacy Notice](#) | [Legal Statement](#) | [Accessibility Statement](#)

Purchase & Property: [Home](#) | [News](#) | [Directions](#) | [Frequently Asked Questions](#) | [Contact DPP](#)
Treasury: [Home](#) | [Services](#) | [People](#) | [Businesses](#) | [Departments/Agencies](#) | [Forms](#) | [Contact Us](#)
Statewide: [NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)
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This site is maintained by the Division of Revenue and Enterprise Services.

6

Contract#:	80812
Expiration Date:	01/31/17
Terms:	NONE
Delivery:	SPECIFIED ELSEW HERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	EXTEL COMMUNICATIONS INC 830 BELMONT AVE NORTH HALEDON, NJ 07508
Contact Person:	THOMAS M RICHE
Contact Phone:	973-427-3900
Order Fax:	973-427-0008
Contract#:	80807
Expiration Date:	01/31/17
Terms:	NONE
Delivery:	10 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	MCICOMMUNICATIONS SRVCS INC ONE VERIZON WAY BASKING RIDGE, NJ 07920
Contact Person:	JIM LIVECCHI
Contact Phone:	609-915-4017
Order Fax:	000-000-0000
Contract#:	80813
Expiration Date:	01/31/17
Terms:	NONE
Delivery:	SPECIFIED ELSEW HERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	MITEL NETWORKS INC 1146 NORTH ALMA SCHOOL RD MESA, AZ 85201
Contact Person:	PETER COSME
Contact Phone:	312-479-9032
Order Fax:	312-479-9002
Contract#:	80805
Expiration Date:	01/31/17
Terms:	NONE
Delivery:	10 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO

00033	COMM CODE: 915-79-079485 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: ACD SERVICE - SCHEDULE W	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00034	COMM CODE: 936-84-079486 [EQUIPMENT MAINTENANCE AND REPAIR ...] ITEM DESCRIPTION: HOURLY LABOR RATES - SCHEDULE X DELIVERY: 10 DAYS ARO	1.000	HOURLY	NET	N/A
Vendor: DIRAD TECHNOLOGIES INC Contract Number: 80812					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 915-79-077357 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: INTERACTIVE VOICE RESPONSE (IVR) SERVICE - SCHEDULE O DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
Vendor: EXTEL COMMUNICATIONS INC Contract Number: 80807					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00014	COMM CODE: 939-72-057373 [EQUIPMENT MAINTENANCE AND REPAIR ...] ITEM DESCRIPTION: SEI - MAINTENANCE, MOVES, CHANGES, UPGRADES AND ADD-ON TO EXISTING SYSTEMS. BRAND: SEI	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 939-72-057357 [EQUIPMENT MAINTENANCE AND REPAIR ...] ITEM DESCRIPTION: TONE COMMANDER - MAINTENANCE, MOVES, CHANGES, UPGRADES AND ADD- ON TO EXISTING SYSTEMS, BRAND: TONE COMMANDER DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00017	COMM CODE: 939-72-077348 [EQUIPMENT MAINTENANCE AND REPAIR ...]	1.000	LOT	NET	N/A

	ITEM DESCRIPTION: TOSHIBA -MAINTENANCE, MOVES, CHANGES, UPGRADES, ADD-ON TO EXISTING SYSTEMS BRAND: TOSHIBA DELIVERY: 10 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00020	COMM CODE: 725-95-077356 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: REFURBISHMENT OF TELEPHONE SETS SCHEDULE N DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 725-55-077350 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: U P S - PRICING ON SCHEDULE F DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 915-79-077352 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: TECHNICAL SUPPORT SERVICE - SCHEDULE J DELIVERY: 10 DAYS ARO	1.000	HOURL	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 915-79-077353 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: DEDICATED SERVICE TECHNICIAN -SCHEDULE K DELIVERY: 10 DAYS ARO	1.000	HOURL	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00028	COMM CODE: 915-79-077354 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: TRAINING - SCHEDULE L DELIVERY: 10 DAYS ARO	1.000	HOURL	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 915-79-077355 [COMMUNICATIONS AND MEDIA RELATED ...]	1.000	HOURL	NET	N/A

	ITEM DESCRIPTION: PROJECT ENGINEERING, PROJECT MANAGEMENT, SITE MANAGEMENT SERVICE - SCHEDULE M DELIVERY: 10 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00030	COMM CODE: 915-79-077361 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: POST-WARRANTY MAINTENANCE -ALL INCLUSIVE ON-SITE: SCHEDULE G DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 915-79-077362 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: POST-WARRANTY MAINTENANCE DEPOT SCHEDULE H DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 915-79-077363 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: POST-WARRANTY MAINTENANCE TIME & MATERIAL ON-SITE - SCHEDULE I DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00034	COMM CODE: 936-84-079486 [EQUIPMENT MAINTENANCE AND REPAIR...] ITEM DESCRIPTION: HOURLY LABOR RATES - SCHEDULE X DELIVERY: 10 DAYS ARO	1.000	HOURLY	NET	N/A
Vendor: MCI COMMUNICATIONS SRVCS INC					
Contract Number: 80813					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 915-79-077357 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: INTERACTIVE VOICE RESPONSE (IVR) SERVICE	1.000	LOT	NET	N/A

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.278

Agenda No. 10.1

Approved: APR 23 2014

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH GENERAL DYNAMICS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM WITHOUT PUBLIC BIDDING.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Police Department's Computer Aided Dispatch and Records Management System is a proprietary system that requires support and maintenance services; and

WHEREAS, General Dynamics (formerly known as Information Spectrum, Inc. and Antedon Corp) created the Computer Aided Dispatch and Records Management System software and is a proprietary system that requires support and maintenance services; and

WHEREAS, General Dynamics has agreed to provide system maintenance services in the manner specified by the Police Department's Computer Services Unit for one year for the sum of Seventy Thousand Nine Hundred and Eighty Seven (\$70,987.00) Dollars; and

WHEREAS, funds in the amount of Seventy Thousand Nine Hundred and Eighty Seven Dollars (\$70,987.00) are available in the 2014 budget of Account No. 14-01-201-25-240-310; source of funding is from operating account

WHEREAS, funds in the amount of \$35,493.50 are currently available in temporary budget of Account No. 14-01-201-25-240-310

WHEREAS; The award of this contract shall be subject to the appropriation of sufficient funds in the 2013 year permanent budget;

WHEREAS, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system;

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the Police Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, General Dynamics has completed and submitted a Business Entity Disclosure Certification which certifies that General Dynamics has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit General Dynamics from making any reportable contributions during the term of the contract; and

WHEREAS, General Dynamics has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, General Dynamic has certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; and

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.278
Agenda No. 10.T
Approved: APR 23 2014
TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH GENERAL DYNAMICS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM WITHOUT PUBLIC BIDDING.

NOW THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A one year is contract awarded to General Dynamic in the amount of \$70,987 and the City's Purchasing agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
- 3 The award of this contract shall be subject to the condition that the General Dynamic provide satisfactory evidence of compliance with the **Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.**
4. The continuation of the contract after the expenditure of funds encumbered in the 2014 current year budget shall be subject to the appropriation of sufficient funds in the 2014 current year permanent budget; and
5. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to General Dynamics shall be made in accordance with the provisions of the **Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.**
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification of compliance with the city contractor pay-to-play reform ordinance and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution

I Donna Mauer Donna Mauer as Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Acct. No. 14-01-201-25-240-310.

Police Department

Acct. No. 14-01-201-25-240-310

PO# 113115

Amount \$35,493.50

APPROVED:

Jerome Ogler
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0
4.23.14

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
President of Council

Robert Byrne
City Clerk

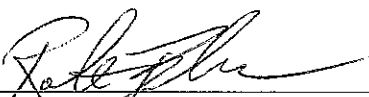
APR 23 2014
14.2.78

DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Public Safety Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to General Dynamics to provide the City with proprietary system software (CAD) and support and maintenance services.
3. The term of the contract is one year effective as of January 1, 2014.
4. The amount of the contract is \$70, 987.00 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____


James Shea, Public Safety Director
For James Shea

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH GENERAL DYNAMICS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM WITHOUT PUBLIC BIDDING.

Project Manager

Department/Division	Communications	Public Safety
Name/Title	Sgt. John Tkaczyk	IT Commander
Phone/email	201-547-5997	jtkaczyk@njcps.oeg

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

General Dynamics created the Computer Aided Dispatch (CAD) and Records Management System software and is a proprietary system that requires support and maintenance services.

Cost (Identify all sources and amounts)

2014 OE \$70,987.00

Contract term (include all proposed renewals)

Jan 1, 2014 thru December 31, 2014

Type of award Non- Bid

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

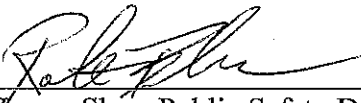
Date

DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Public Safety Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to General Dynamics to provide the City with proprietary system software (CAD) and support and maintenance services.
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4. The amount of the contract is \$70, 987.00 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____


James Shea, Public Safety Director
For James Shea

09/18/07

Taxpayer Identification# 007-457-420/000

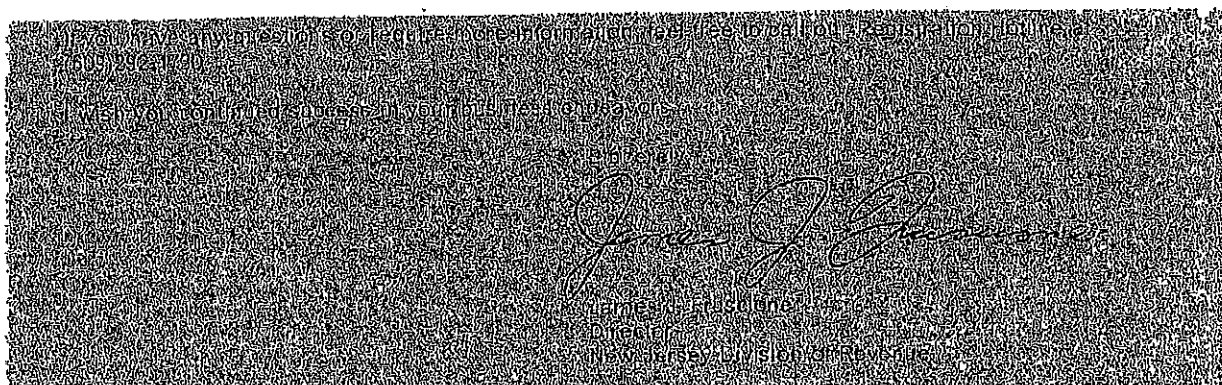
Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 282 TRENTON, NJ 08646-0282
TAXPAYER NAME: GENERAL DYNAMICS INFORMATION TECHNOLOGY	TRADE NAME:	
ADDRESS: 820 BEAR TAVERN ROAD WEST TRENTON NJ 08628	SEQUENCE NUMBER: 0095062	
EFFECTIVE DATE:	ISSUANCE DATE: 09/18/07	
FORM DEC/08-011		Acting Director New Jersey Division of Revenue

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	General Dynamics Information Technology, Inc.		
Address:	77 A Street		
City:	Norfolk	State:	MA
		Zip:	02494

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name _____

Title _____

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☒ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: <u>General Dynamics Corp</u>	Name:
Home Address: <u>Falls Church, VA</u>	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 2nd day of April, 2020

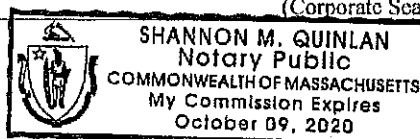
(Notary Public)

My Commission expires:

Shannon M. Quinnlan
(Affiant)

Shannon M. Quinnlan
(Print name & title of affiant)

(Corporate Seal)



GENERAL DYNAMICS
Information Technology

TAC-13-0025
December 20, 2013

VIA Electronic Mail

Jersey City Police Department
8 Erie Street
Jersey, City, NJ 07302

Dear Captain Lockwood:

The current Support and Maintenance Agreement with General Dynamics IT for the City of Jersey City Computer Aided Dispatch (CAD) and Police Records Warehousing (PRW) systems expires on December 31, 2013. We are proposing a follow-on purchase agreement to extend support from January 1, 2014 to December 31, 2014. The follow-on purchase agreement will ensure the continuation of the high level of service and support for your CAD and PRW systems as described in the 2014 Support and Maintenance Agreement.

Enclosed please find the follow-on purchase agreement and 2014 Software Support and Maintenance Agreement for the Jersey City Police Department CAD/PRW System. Note that we have transitioned all contract services to a new location; my contact information is below. Please return a signed copy of the Software Support and Maintenance Agreement to the address below.


One Year Support and Maintenance (1/1/2014-12/31/2014): \$72,881.22

Please send the signed Agreement and payment to the attention of:

Tricia Caram
Sr. Contracts Administrator
General Dynamics Information Technology, Inc.
Network & Mission Systems
77 "A" Street, Needham, MA 02494
Ph: (781) 400-7766
Fax: (781) 455-2504
Email: Tricia.Caram@GDIT.COM

If you have any questions or comments, please contact Kelly Ward at (407) 454-5932 or via electronic mail at Kelly.Ward@GDIT.COM or Tricia Caram at (781) 400-7766 or via electronic mail at Tricia.Caram@GDIT.COM.

Sincerely,


Tricia Caram
Sr. Contracts Administrator

77 "A" Street
Needham, MA 02494-2892
Tel 781 400 7766
Fax 781 455 2504

General Dynamics Private Information

General Dynamics Information Technology

Proposal Name: Jersey City Annual Maintenance LEAA

GDIT Proposal No.: N/A

Contract No.: N/A

RFQ No.: N/A

Period of Performance 01/01/2014 - 12/31/2014

Pricing Summary					
Cost Element	Hours	Fee	Cost	Total	
		Period 1			
Labor	652	\$ 5,981.63	\$ 63,066.26	\$ 69,047.89	
Travel		\$ -	\$ -	\$ -	
ODC		\$ 348.48	\$ 3,484.84	\$ 3,833.33	
Material		\$ -	\$ -	\$ -	
Total			\$ 66,551.11	\$ 72,881.22	
Grand Total				\$ 72,881.22	

SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

Between

GENERAL DYNAMICS INFORMATION TECHNOLOGY, Inc. (GDIT)
77 "A" STREET
NEEDHAM, MA 02494

AND JERSEY CITY POLICE DEPARTMENT (JCPD)
8 ERIE STREET
JERSEY CITY, NJ 07302

("Licensor" or "GDIT")

("Licensee" or "JCPD")

WHEREAS, Licensor and Licensee entered into a Software End-User License Agreement (the "License Agreement") under which Licensee obtained a non-exclusive, non-transferable license to use certain computer software and related user documentation (the "Licensed Program") on certain terms and conditions;

WHEREAS, Licensor desires to offer Licensee certain services with respect to the Licensed Program on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises hereof, and the mutual obligations herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

For the purposes of this agreement, the following definitions shall apply to the respective capitalized terms:

1. "SOFTWARE ORDER". A purchase order form identifying software modules purchased by the Licensee from GDIT which has been signed and accepted by the Licensee and has been accepted by GDIT.
- 1.2 "LICENSED PROGRAM." The computer software installed by GDIT and for which Licensee is paying a maintenance fee to GDIT as identified in the Software Order, including any extracts from such software, derivative works of such software, or collective works constituting such software (such as subsequent Releases) to the extent offered to Licensee under this Agreement or License Agreement.
- 1.3 "AGREEMENT TERM." An initial period equal to 90 days after successful completion of software installation on the Production server by GDIT. The software shall be installed in two phases. The two phases shall be:
 - o Test and Training software on Test/training Server
 - o CAD/PRW production software on Production ServerFollowing the completion of the initial and subsequent Agreement Terms, each Agreement Term shall automatically renew for successive periods of one (1)

year at the cost to Licensee as set forth in Section 5.2, unless Licensee notifies GDIT in writing at least 30 days prior to the end of the then-current Agreement Term of its decision not to renew.

- 1.4 **"ERROR."** Any failure of the Licensed Program to conform in all material respects to the functional specifications for the Licensed Program distributed from time to time by, so long as the nonconformity is caused solely by GDIT programming and not caused by Licensee. For example, any nonconformity resulting from Licensee's misuse or improper use of the Licensed Program or combining or merging the Licensed Program with any hardware or software not supported by GDIT, or not authorized to be so combined or merged by GDIT, shall not be considered an Error. Nor shall Licensed Program or datafile damage or degraded performance resulting from unauthorized software alterations (including problems, errors, or malfunctions caused or created by the operator), customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), operating system errors, network or hardware problems (including client setting changes, insufficient capability and malfunctions), be considered an Error.
- 1.5 **"ERROR CORRECTION."** Either software modification or addition that, when made or added to Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Licensee of such nonconformity. Not covered under Error Correction is the responsibility for datafile damage due to software or hardware malfunction.
- 1.6 **"ENHANCEMENT."** Any modification or addition requested by the Licensee that, when made to or added to the Licensed Program, materially changes its utility, efficiency, functional capability, or application, but does not constitute an Error Correction. Enhancements are changes, and should be requested using a Work Order Change Form (attached).
- 1.7 **"REVISION."** Any modification or addition performed by the Licensor on its own initiative that, when made to or added to the Licensed Program, materially changes its utility, efficiency, functional capability, or application, but does not constitute an Error Correction.
- 1.8 **"RELEASE."** A replacement version of the Licensed Program containing multiple Revisions and/or Error Corrections.
- 1.9 **"COVERAGE HOURS."** The days and times when direct software support is offered is 8:00 A.M. to 4:00 P.M. Monday to Friday except for U.S. Federal Government holidays.

- 1.10 "RESPONSE TIME." The time it takes GDIT to acknowledge Licensee's service request and initiate a plan for corrective action. GDIT will respond to a service request within two (2) working hours of placement of the call by an authorized JCPD Regional System Administrator. JCPD will fax or e-mail an error sheet as soon as possible after the initial call. After receipt of the error sheet, GDIT will review it and develop an appropriate response plan. GDIT will then notify JCPD as to the scope of effort required to correct the problem and the estimated time to perform the necessary corrective action.
- 1.11 "REGIONAL SYSTEM ADMINISTRATOR." An agent of Licensee with sufficient training and/or experience with the Licensed Program to communicate effectively with GDIT Support personnel.

2. ELIGIBILITY FOR SUPPORT

- 2.1 To be eligible for support for the Licensed Program, Licensee must meet certain requirements. GDIT's obligations under this Agreement are conditioned upon confirmation by GDIT that the Licensed Program is eligible for support. Licensee agrees that the obligation of GDIT to continue to provide Services with respect to the Licensed Program shall terminate if, at any time during the term of this Agreement, the below requirements are not met. Nothing in this agreement shall be construed to obligate GDIT to make available to Licensee support for the Licensed Program for the duration of the License Agreement.
- 2.2 To be eligible for software support for the Licensed Program, Licensee must meet all of the following requirements:
- a. Licensee must have a valid License Agreement for the Licensed Program;
 - b. Licensee must have a qualified Regional System Administrator; and
 - c. The hardware configuration on which the Licensed Program is to be used is supported by GDIT.
 - d. Licensee must be in compliance with the schedule of payments.

GDIT will notify Licensee if GDIT determines that the Regional System Administrator does not have the training or experience necessary to communicate effectively with the Computer Systems Support Personnel or is otherwise determined by GDIT to be unqualified.

3. SCOPE OF SERVICES

- 3.1 During the Agreement Term, GDIT shall render the following services in support of the Licensed Program, during Coverage Hours, subject to the compensation fixed for each type of service in GDIT's current rate schedule:
- a. GDIT shall maintain a program control center capable of responding to reports of system irregularities made by JCPD Regional System Administrator.

- b. GDIT shall coordinate the efforts of a trained team capable of rendering the services set forth in this Agreement.
- c. GDIT shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to GDIT in accordance with the procedures set forth herein. GDIT shall, after verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction within Response Time. Following completion of the Error Correction, GDIT shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction in all subsequent releases of the Licensed Program. Should GDIT be unable to reproduce the reported Error, Licensee may elect to have GDIT Computer Systems Support Personnel on site to diagnose and remedy the Error. On-site charges will be billed to the Licensee.
- d. GDIT may, from time to time, issue new Releases of the Licensed Program to its Licensees generally containing Error Corrections and Revisions. GDIT shall provide Licensee with copies of each new Release without additional charge. Subject to acceptance by Licensee, GDIT shall provide reasonable assistance to help Licensee install and operate each new Release, provided that such assistance, if required to be provided at Licensee's facility, shall be subject to the supplemental charges set forth in GDIT's current rate schedule.
- e. Subject to space availability and training fees, Licensee may enroll its employees in training classes for regular or advanced training.
- f. GDIT shall consider and evaluate the development of Enhancements for the specific use of Licensee and shall respond to Licensee's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report—formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by GDIT and Licensee. JCPD shall list requested enhancements on a Work Order Change Form. Installation of an Enhancement may create a non-universal, non-compliant application, in which case Licensee may incur additional maintenance costs in that its system may not qualify for universal Releases or Revisions.

4. OTHER OBLIGATIONS OF LICENSEE

- 4.1 Licensee shall provide access to its facilities in connection with the performance of GDIT and its obligations hereunder. No charge shall be made for such access. It is agreed that prior notification will be given when access is required.

- 4.2 Licensee must provide GDIT with information sufficient for GDIT to duplicate the circumstances under which a problem in the Licensed Program became apparent.
- 4.3 Licensee shall maintain a VPN connection and authorized security account for direct access to the JCPD network of the CPU(s) used with the Licensed Program being maintained by GDIT hereunder and shall provide access to a voice grade local telephone.
- 4.4 A representative of Licensee shall be present when any on-site support is provided. GDIT will notify the Chief or Director of Police if a representative is not present.
- 4.5 All communications by Licensee to GDIT must be in the English language.
- 4.6 Licensee is responsible for selecting a Regional System Administrator who is qualified to operate the Licensed Program, the Licensee's hardware and the Operating System. The Regional System Administrator must be familiar with the information, calculations, and reports that serve as input and output of the Licensed Program. GDIT reserves the right to refuse assistance or to charge additional fees if a Regional System Administrator seeks assistance with respect to such basic background information or any other matters not directly related to the operation of the Licensed Program.
- 4.7 Only a Regional System Administrator shall contact GDIT for support. Licensee may change its authorized Regional System Administrator(s) upon ten (10) days prior written notice to GDIT. Licensee hereby authorizes its designated Regional System Administrator to incur, on its behalf, billable work.
- 4.8 Licensee shall notify GDIT in advance of installing any service pack revisions to its operating system, so that GDIT may analyze the effect of the service pack installation on the Licensed Program. GDIT is not responsible for Licensed Program problems caused by service pack installation.

5. FEES AND CHARGES

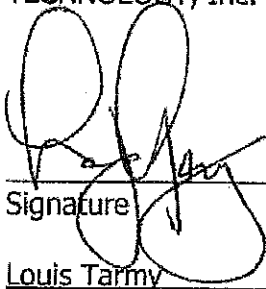
- 5.1 Licensee shall pay GDIT its fees and charges based on the Software Order in full without discount. Additional Software Orders may be signed with GDIT from time to time and will be a part of this Agreement. GDIT reserves the right to change its Maintenance Fees from time to time. Fee changes will result from changes in: (1) Software Prices, (2) Increases in the number of modules, (3) Increases in the number of users on the system, (4) Changes in the computer hardware, (5) Selection by the Licensee of a different level of software maintenance, or (6) General increase in maintenance fee as determined by GDIT.

5.2 GDIT shall invoice Licensee for all maintenance fees for the period of this Purchase Order. Other charges accrued and all reimbursable expenses incurred shall be invoiced at the beginning of the next calendar month. The invoiced amounts shall be due upon receipt of invoice.

5.3 Licensee shall be responsible for procuring, installing and maintaining all equipment, telephone lines, modems, communication interfaces, and other hardware or software necessary to operate the Licensed Program and to obtain from GDIT the services called for by this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by an authorized representative of the parties.

For:
GENERAL DYNAMICS INFORMATION
TECHNOLOGY, Inc. (GDIT)



Signature

Louis Tarmy

Name

Director, Contracts

Title

12/20/2013

Date

For:
JERSEY CITY POLICE DEPT (JCPD)

Signature

Name

Title

Date

WORK ORDER CHANGE FORM

Work Order Date _____

CURRENT APPLICATION/SPECIFICATION

CHANGE REQUESTED

JCPD – APPROVED BY _____

DATE _____

GDIT – APPROVED BY _____

DATE _____

Attachment A

court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Luis Tamy
Sr. Director

Representative's Signature: [Signature]

Name of Company: General Dynamics

TAB Technology Inc.

Tel. No.: 781.400.7468 Date: 12/11/2013

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: James T. Terry

Representative's Signature: [Signature]

Name of Company: General Dynamics

Tel. No.: 701 400 7662

Date: 12/11/2000

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.
To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: General Dynamics Information Technology, Inc.
Address: 117 "A" Street, Needham, Ma 02494
Telephone No.: 781 400 7668 N/A
Contact Name: Louis Tarny

Please check applicable category:

☐ Minority Owned

☐ Minority & Woman Owned

☐ Woman Owned

☒ Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

NEW JERSEY FACILITY

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity

EMPLOYEE INFORMATION REPORT

IMPORTANT: READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. F.D. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. NO <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THIS ENTIRE COMPANY
4. COMPANY NAME	17039	
5. STREET	CITY	STATE
151 Broad St	Shrewsbury	MA 01702
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)	CITY	STATE
General Dynamics Falls Church	Va	22042
7. CHECK ONE IF THIS COMPANY: <input type="checkbox"/> SINGLE ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTIPLE ESTABLISHMENT EMPLOYER	8. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THIS CONTRACT	
	3	
9. PUBLIC AGENCY AWARDED CONTRACT	CITY	COUNTY
Jersey City PD	Jersey City	NY
10. DATE RECEIVED	11. DATE	12. AGENCY CONTRACT NUMBER
08/11/04		07307

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT** ANY REPORT WITHOUT:

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT NON-MINORITY/ETHNICITY/SEX/AGE/RELIGION/REMARKS									
	COL. 1 TOTAL (COL. 2+3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	ASIAN	AMERICAN INDIAN	ALASKA NATIVE	PACIFIC ISLANDER	WHITE	OTHER	REMARKS	
Outside Managers	3	3	0	0	0	0	0	3	0	0	0	0	
Professionals													
Technicians													
Sales Workers													
Office & Clerical	1	0	1	0	0	0	0	0	0	1	0	0	
Craftworkers (skilled)										1	0	0	
Operatives (Skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment from previous Report (if any)	4	3	1	0	0	0	0	3	0	1	0	0	
Temporary & Part-time Employees													
The data below shall NOT be included in the figures for the appropriate categories above.													
	0	0	0	0	0	0	0	0	0	0	0	0	

13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)			14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>		15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR	
16. DATE OF PAYROLL PERIOD USED From To						
17. NAME OF PERSON COMPLETING FORM (Print or Type)			SIGNATURE		TITLE	
18. ADDRESS NO. & STREET			CITY		STATE	
			COUNTY		ZIP CODE	
			PHONE (AREA CODE, NO. EXTENSION)			

WHITE - DIV. OF CONTRACT COMPLIANCE; CANARY - DIV. OF CONTRACT COMPLIANCE DP;
PINK - PUBLIC AGENCY/GOLD - VENDOR

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that General Dynamics Info Tech, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract General Dynamics Info Tech, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

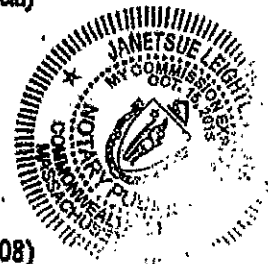
Name of Business Entity: General Dynamics Information Technology Inc.

Signed: [Signature] Title: SO Director

Print Name: Paul J. Army Date: 12/11/2013

Subscribed and sworn before me
this 11 day of December, 2013.
My Commission expires:

Janetsue Leighton-Nota
(Affiant)
Janetsue Leighton-Nota
(Print name & title of affiant) (Corporate Seal)



****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Luis J. Arroyo, Sr. Director

Representative's Signature: [Signature]

Name of Company: General Dynamics Info. Tech. Inc.

Tel. No.: 781 400 7668 Date: 12/11/2011

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS

(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: General Dynamics Inc. Teaneck, NJ

SIGNATURE: [Signature] DATE: 12/11/2012

PRINT NAME: Louis Tarmy TITLE: Jr. Director

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramohal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diana Coleman

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
GOPT is a subsidiary owned	
Subsidiary of GO Corp.	

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

General Dynamics FTS John In -

S. D. R. G. V.

12/11/2013

Subscribed and sworn before me this 11 day of December, 2013

My Commission expires:

10/15/15

Janesue Leighton-Hota
 (Affiant)
 Janesue Leighton-Hota
 (Print name & title of affiant) (Corporate Seal)



Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

General Dynamics Information Technology, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) >

☐ Other (see instructions) >

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

C/O IS&T Tax Department 13867 McLearen Road

Requester's name and address (optional)

City, state, and ZIP code

Herndon, VA 20171-3210

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

54

1194322

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must sign your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person >

Date > **7/15/10**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

**VENDOR INFORMATION
(ATTACH COPY OF W9 FORM)**

VENDOR NAME/ADDRESS: <i>General Dynamics</i>		EIN/SS# _____
MAKE PO/VOUCHERS PAYABLE TO:		
CITY: <i>Herndon</i>	STATE: <i>Va</i>	ZIP: <i>20171</i>
TEL #:	FAX #:	EMAIL:
MAKE CHECK/S PAYABLE TO:		
CITY:	STATE:	ZIP:
TEL #:	FAX #:	EMAIL:
DESCRIPTION OF GOODS/SERVICES TO BE RENDERED:		CITY EMPLOYEE? <input type="checkbox"/> YES <input type="checkbox"/> NO
MINORITY VENDOR?	<input type="checkbox"/> YES <input type="checkbox"/> NO	REQUIRED FORM 1099? <input type="checkbox"/> YES <input type="checkbox"/> NO
TYPE/CATEGORY: <input type="checkbox"/> YES (include Non-Profit Certification) <input type="checkbox"/> NO		
NON-PROFIT? <input type="checkbox"/> YES (include Non-Profit Certification) <input type="checkbox"/> NO		
VENDOR'S CONTACT/AUTHORIZED PERSON:		
		EMAIL:
SIGNATURE OF CONTACT/AUTHORIZED PERSON:		
NAME & TITLE OF CITY EMPLOYEE REQUESTING VENDOR NUMBER		
SIGNATURE OF EMPLOYEE:		
PURCHASING DIVISION USE ONLY		
AUTHORIZED TO ISSUE VENDOR #		
NAME/TITLE/DATE		
ASSIGNED VENDOR #		

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.279

Agenda No. 10.U

Approved: APR 23 2014

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH ROBERT SANTILLI CONSULTING FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING SOFTWARE APPLICATIONS CREATED BY ROBERT SANTILLI CONSULTING WITHOUT PUBLIC BIDDING.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Police Department's existing software applications created by Robert Santilli consulting (RSC) is a proprietary system that requires support and maintenance services; and

WHEREAS, Robert Santilli Consulting has agreed to provide system maintenance services in the manner specified by the Police Department's Computer Services Unit for one year (January 1, 2014 to Dec 31, 2014) for the sum of Thirty-three Thousand three hundred (\$33,300) Dollars; and

WHEREAS, funds in the amount of Thirty Three Thousand Three Hundred \$33,300.00 Dollars are available in the 2014 current permanent budget Account No.14-01-201-25-240-310; source of funds is from operating account.

WHEREAS, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the Police Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, Robert Santilli Consulting has completed and submitted a Business Entity Disclosure Certification which certifies that Robert Santilli Consulting has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit Robert Santilli Consulting from making any reportable contributions during the term of the contract; and

WHEREAS, Robert Santilli Consulting has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Robert Santilli has certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128;

City Clerk File No. Res. 14.279Agenda No. 10.U APR 23 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH ROBERT SANTILLI CONSULTING FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING SOFTWARE APPLICATIONS CREATED BY ROBERT SANTILLI CONSULTING WITHOUT PUBLIC BIDDING.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of Jersey City that:

1. A one (1) year contract (January 1, 2014 to December 31, 2014) is awarded to Robert Santilli Consulting in the amount of \$33,300.00 and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that Robert Santilli Consulting provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. The continuation of the contract after the expenditure of funds encumbered in the 2014 current year budget shall be subject to the appropriation of sufficient funds in the 2014 fiscal year permanent budget; and
5. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification of compliance with the city contractor pay-to-play reform ordinance and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution

I, Joanna Mauer, Joanna Mauer, Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Acct No.14- 01-201-25-240-310.

Police Department

Acct. No 14-01-201-25-240-310

PO# 113113

Amount \$33,300.00

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☒Not Required ☐

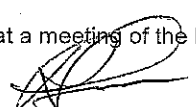
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

APR 23 2014

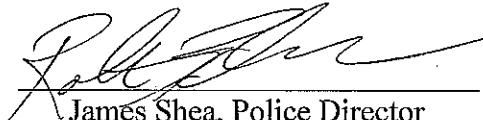
14,279

DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Police Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to Robert Santilli to provide the City with computer software system and supporting the City's wide proprietary services.
3. The term of the contract is one year effective as of January 1, 2014.
4. The amount of the contract is \$33,300.00, which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the Foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____


James Shea, Police Director
for James Shea

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH ROBERT SANTILLI CONSULTING FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING SOFTWARE APPLICATIONS CREATED BY ROBERT SANTILLI CONSULTING WITHOUT PUBLIC BIDDING.

Project Manager

Department/Division	Communications	Public Safety
Name/Title	Sgt. John Tkaczyk	IT Commander
Phone/email	201-547-5997	jtkaczyk@njcps.oeg

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The Police Department's existing software applications created by Robert Santilli consulting (RSC) is a proprietary system that requires support and maintenance services. The software was designed to tract and report Police overtime and purchasing records.

Cost (Identify all sources and amounts)

2014 OE \$33,300

Contract term (include all proposed renewals)

Jan 1, 2014 thru December 31, 2014

Type of award Non- Bid

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Police Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to Robert Santilli to provide the City with computer software system and supporting the City's wide proprietary services.
3. The term of the contract is one year effective as of January 1, 2014.
4. The amount of the contract is \$33,300.00, which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the Foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____


James Shea, Police Director
For James Shea

Robert Santilli
Consulting

18 NILES AVENUE, MIDDLETOWN, NJ 07748 (732) 275-0210

Statement of Work
For
Jersey City Police Department
Contract Programming and Maintenance

Address: 8 Erie Street
Jersey City, NJ 07302
Contact: John Tkaczyk

December 10, 2013

Contract Overview

This contract includes maintenance and support and upgrade of all existing applications created by Robert Santilli Consulting as well as support of Microsoft SQL Server as installed at the JCPD and data conversions and recovery. An estimate of 250 hours of work for all software support, new applications, data conversions and maintenance/backups of SQL server databases.

Scope of Work / Summary of Tasks

Maintenance will be provided for the following applications:

- Narcotics Database
- Gang Database
- Narcotics Drug Lab Reporting Database
- Purchasing Database (All Years)
- ABC Unit Database
- Officer Salary Database (All Years)
- Civilian Salary Database
- Medical Database
- Juvenile Database
- Juvenile Curfew Database
- Assigned Cases Database
- Assigned Cases Web Based Application
- Juvenile Arrests Web Based Application
- Off Duty Application
- BlockWatch Web Based Application
- Municipal Database
- Stolen Vehicle Database
- Seized Car / Car Pound Database
- Auto Theft Database
- UCR Online Reporting System (Arrests, Accidents, Investigations and Property)
- Internal Affairs Application
- IAU Photo Database
- IAU Database
- Police Range Database
- Help Desk Manager
- Chief's Correspondence
- Field Interviews Database
- Missing Persons Database
- East District Database
- All District Database

Support will cover all existing projects, programming, and data recovery or conversion as required by the Jersey City Police Department and as agreed upon between the Jersey City Police Department and Robert Santilli Consulting. Any additional projects that go beyond the 250 billable hours will be handled under a separate contract.

Should the customer request work which is not included in the above, it must be handled as a separate project and will require its own Statement of Work.

Breakdown of Charges

- Required SQL Server maintenance on installed SQL Server software, hardware, data and backups as installed at the JCPD.
- An estimate of 250 hours of work for all existing software support, new applications and data conversions.
- A quarterly invoice of \$8,325.00 for a yearly total of \$33,330.00 will be provided for the above work.
- This contract will cover the period January 1, 2014 through December 31, 2014.

Performance of Services

Robert Santilli Consulting shall determine the manner in which the Services are to be performed and the specific hours to be worked. CITY OF JERSEY CITY must contact Robert Santilli Consulting to arrange for the scheduling of appointments so as to enable Robert Santilli Consulting to reasonably fulfill their obligations under this Agreement. City of Jersey City will forfeit the remaining hours if they are not used within the contracted term.

Confidentiality

Robert Santilli Consulting agrees that Robert Santilli Consulting will not at any time or in any manner, either directly or indirectly, use any Information for Robert Santilli Consulting's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of CITY OF JERSEY CITY. Robert Santilli Consulting will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

Outside Contractors\Consultants

CITY OF JERSEY CITY recognizes that computer consulting involves a wide range of skills and degrees of expertise and that there may be times that an outside consultant\contractor will need to be called in to fix a computer related problem when the scope or severity exceed the time or abilities of Robert Santilli Consulting. Contacting an outside contractor\consultant will be done solely by CITY OF JERSEY CITY. Robert Santilli Consulting will if possible make recommendations or referrals but the hiring is to be done by CITY OF JERSEY CITY only. Robert Santilli Consulting is not responsible for the added cost or the standard of work done by any outside consultant\contractor. The need for an outside consultant\contractor does not change the terms or validity of this contract nor does it dismiss the charges incurred by the CITY OF JERSEY CITY for Robert Santilli Consulting in working on the problem prior to the transfer to an outside contractor\consultant.

Termination Of Agreement

This Agreement shall be effective for a period of twelve (12) months, or when the (250) hours have been used whichever comes first. The Monthly SQL Server maintenance agreement will be effective for a period of twelve (12) months.

Disclaimer

Responsible for the following:

Completion of all project tasks and maintenance as outlined above.

Will not be responsible for the following:

Any major projects whose billable hours go beyond the above stated 250 hours.

Any software not detailed in the above Statement of Work or agreed upon between RSC and the JCPD.

Project Cost

Billings for this project: \$10,800 for required monthly SQL Server maintenance and \$22,500 for application support and development as required. Maximum total contract \$33,300.00

Robert Santilli

Date

court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Services and General Service Contracts

(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): _____

ROBERT SANTILLI

Representative's Signature: _____

Name of Company: _____

ROBERT SANTILLI CONSULTING

Tel. No.: 732-270-0210

Date: _____

4/27/14

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: ROBERT SANTILLI CONSULTING

Address: 18 NILES AVE, MIDDLETOWN, NJ 07748

Telephone No.: 732-275-0210

Contact Name: ROBERT SANTILLI

Please check applicable category:

☐ Minority Owned

☐ Minority & Woman Owned

☐ Woman Owned

☒ Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor farther agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): ROBERT SANTILLI / OWNER

Representative's Signature: Robert Santilli

Name of Company: ROBERT SANTILLI CONSULTING

Tel No.: 732-275-0266 Date: 1/27/14

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS

(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: ROBERT SANTILLI CONSULTING

SIGNATURE: Robert Santilli DATE: 1/27/14

PRINT NAME: ROBERT SANTILLI TITLE: OWNER

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidates committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☐ Corporation
 ☒ Sole Proprietorship
 ☐ Subchapter S Corporation
☐ Limited Partnership
 ☐ Limited Liability Corporation
 ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: ROBERT SANTILLI CONSULTING

Signed: Robert Santilli Title: OWNER

Print Name: ROBERT SANTILLI Date: 1/27/14

Subscribed and sworn before me this 30 day of JAN, 2014

My Commission expires:
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 28, 2016

Irene Tomalavage
(Affiant)
IRENE TOMALAVAGE
(Print name & title of affiant) (Corporate Seal)


Certification 44451

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2010 to 15-MAR-2017

ROBERT SANTILLI CONSULTING
18 NILES AVENUE
MIDDLETOWN NJ 07748




Andrew P. Sidamon-Eristoff
Acting State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
P.O. BOX 253
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

SANTILLI, ROBERT

ADDRESS:

18 NILES AVENUE
MIDDLETOWN NJ 07748

EFFECTIVE DATE:

09/01/00

TRADE NAME:

ROBERT SANTILLI CONSULTING

SEQUENCE NUMBER:

1257235

ISSUANCE DATE:

08/11/05

James J. Quasone
Acting Director
New Jersey Division of Revenue

FORM BRG(00-01)

VENDOR INFORMATION
(ATTACH COPY OF W9 FORM)

VENDOR NAME/ADDRESS: Robert Santilli Consulting		EFIN/SS#
MAKE PO/VOUCHERS PAYABLE TO: 18 Niles Avenue		
CITY: Middletown	STATE: NJ	ZIP: 07748
TEL #: 732-275-0210	FAX #:	EMAIL: rsantilli64@gmail.com
MAKE CHECK/S PAYABLE TO: Robert Santilli 18 Niles Avenue		
CITY: Middletown	STATE: NJ	ZIP: 07748
TEL #: 732-275-0210	FAX #:	EMAIL: rsantilli64@gmail.com
DESCRIPTION OF GOODS/SERVICES TO BE RENDERED: Software\SQL coding, maintenance and support		CITY EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINORITY VENDOR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		REQUIRED FORM 1099? <input type="checkbox"/> YES <input type="checkbox"/> NO
TYPE/CATEGORY:		
NON-PROFIT? <input type="checkbox"/> YES (include Non-Profit Certification) <input checked="" type="checkbox"/> NO		
VENDOR'S CONTACT/AUTHORIZED PERSON: Robert Santilli EMAIL: rsantilli64@gmail.com		
SIGNATURE OF CONTACT/AUTHORIZED PERSON:		
NAME & TITLE OF CITY EMPLOYEE REQUESTING VENDOR NUMBER		
SIGNATURE OF EMPLOYEE:		
PURCHASING DIVISION USE ONLY		
AUTHORIZED TO ISSUE VENDOR #		
NAME/TITLE/DATE		
ASSIGNED VENDOR #		

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Robert Santilli	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 18 Niles Avenue City, state, and ZIP code Middletown, NJ 07748	Requester's name and address (optional)
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Robert Santilli</i>	Date ▶ <i>4/7/14</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9, information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Robert Santilli Consulting		
Address:	18 Niles Avenue		
City:	Middletown	State:	NJ 07748

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

ROBERT SANTILLI
Printed Name

OWN NETZ
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:



I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR



I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:



Partnership



Corporation



Sole Proprietorship



Limited Partnership



Limited Liability Corporation



Limited Liability Partnership



Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: <u>NONE</u>	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 8 day of April, 2014

(Notary Public)

My Commission expires: **NOTARY PUBLIC OF NEW JERSEY**
My Commission Expires July 28, 2016

Irene Tomalavage
(Affiant)

IRENE TOMALAVAGE
(Print name & title of affiant)

(Corporate Seal)

State of New Jersey
Division of Public Contracts Equal Employment Opportunity Compliance
EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY. 1
4. COMPANY NAME Robert Santilli Consulting		
5. STREET 18 Miles Avenue	CITY Middletown	COUNTY Monmouth
	STATE NJ	ZIP CODE 07748
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT	CITY	COUNTY
	STATE	ZIP CODE

Official Use Only	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB Categories	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN													
	All Employees								***** MALE *****					
	Total (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min	
Officials/Managers	0	1	0	0	0	0	0	1	0	0	0	0	0	
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	
Office & Clerical	0	0	0	0	0	0	0	0	0	0	0	0	0	
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Operatives (Semi-Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	0	1	0	0	0	0	0	1	0	0	0	0	0	
Total employment From previous Report (if any)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Temporary & Part Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													
	0	0	0	0	0	0	0	0	0	0	0	0	0	

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
Self

14. IS THIS THE FIRST Employee Information Report Submitted?
☐ YES ☒ NO

15. IF NO, DATE LAST REPORT SUBMITTED

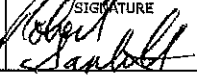
13. DATES OF PAYROLL PERIOD USED

FROM: 01/01/2014

TO: Present

March 2010

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) ROBERT SANTILLI	SIGNATURE 	TITLE OWNER	DATE 4/7/14
17. ADDRESS NO. & STREET 18 MILES AVE, MIDDLETOWN, NJ	CITY MIDDLETOWN	COUNTY NJ	STATE MONMOUTH
	ZIP CODE 07748	PHONE, AREA CODE, NO. 732-275-0210	

I certify that the information on this form is true and correct.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.280

Agenda No. 10.V

Approved: APR 23 2014

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH LET'S THINK WIRELESS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) WITHOUT PUBLIC BIDDING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, funds must be allocated for the maintenance of the City's private licensed wireless Wide Area PC Network telecommunications hardware and software systems; and

WHEREAS, Let's Think Wireless has agreed to provide the goods and services specified as necessary by Police Department; and

WHEREAS, Let's Think Wireless is the only vendor in New Jersey to successfully complete all certifications; and

WHEREAS, Let's Think Wireless has agreed to provide system maintenance services in the manner specified by the Police Department's Computer Services Unit for one year (January 1, 2014 to Dec 31, 2014) for the sum of Ninety-Five Thousand Eight Hundred (\$95,800.00) Dollars; and

WHEREAS, service will be provided 24 hours per day and seven (7) per week with a minimum mandated response of four (4) hours; and

WHEREAS, funds in the amount of \$95,800.00 are currently available in the permanent 2013 budget of Account No. 14- 01-201-25-240-310; and source of funding is from operating account.

WHEREAS, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the Police Director has determined and certified in writing that the value of the contract will exceed \$17,500;

WHEREAS, Let's Think Wireless has completed and submitted a Business Entity Disclosure Certification which certifies that Let's Think Wireless has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit Let's Think Wireless from making any reportable contributions during the term of the contract; and

WHEREAS, Let's Think Wireless has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Let's Think Wireless has certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; and

City Clerk File No.

Res. 14.280

Agenda No.

10.V APR 23 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH LET'S THINK WIRELESS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) WITHOUT PUBLIC BIDDING

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of Jersey City that the said proposal of the aforementioned Let's Think Wireless be accepted and that a contract be awarded to said company in the above amount, and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

1. A one year contract (January 1, 2014 to December 31, 2014) is awarded to Let's Think Wireless in the amount of **\$95,800.00** and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that Let's Think Wireless provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, certification of compliance with the City contractor pay to play reform ordinance and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution

I, Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Account No. 14-01-201-25-240-310.

Acct# 14-01-201-25-240-310

P.O.# 113114

\$95,800.00

APPROVED:

APPROVED AS TO LEGAL FORM

APPROVED:

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐


APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

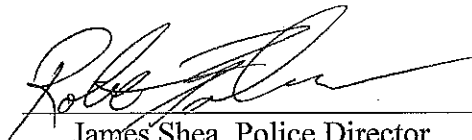
APR 23 2014
14.280

DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Public Safety Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to Let's Think Wireless, LLC to provide the City with Wireless WAN and Mobile Video Support and Maintenance.
3. The term of the contract is one year effective as of January 1, 2014.
4. The amount of the contract is \$95,800.00, which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____


James Shea, Police Director
for James Shea

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH LET'S THINK WIRELESS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) WITHOUT PUBLIC BIDDING

Project Manager

Department/Division	Communications	Public Safety
Name/Title	Sgt. John Tkaczyk	IT Commander
Phone/email	201-547-5997	jtaczyk@njicps.oeg

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Funds must be allocated for the maintenance of the City's private licensed wireless Wide Area PC Network telecommunications hardware and software systems.

Cost (Identify all sources and amounts)

2014 OE \$95,800.00

Contract term (include all proposed renewals)

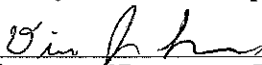
Jan 1, 2014 thru December 31, 2014

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

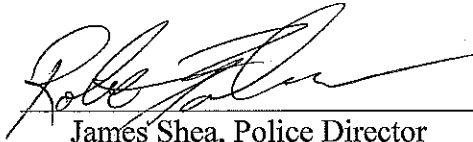
Date

DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Public Safety Director for the City of Jersey City (Police Department).
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5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____


James Shea, Police Director
For James Shea



Jersey City Police Department
2014 LTW Maintenance & Support Contract
Warranty Renewals for WWAN & IP Security

CLIENT NAME	Jersey City Police Department		
ADDRESS	75 Bishop Street		
CITY, STATE, ZIP	Jersey City, NJ 07302		
TECHNICAL CONTACT	PHONE		
EXECUTIVE CONTACT	John Tkaczyk	PHONE	(201) 547-5997

**PRICE QUOTATION
LETTER OF AGREEMENT**

AM	Craig Lerman
DATE	24-Feb-14
PHONE	(973) 882-9204 x3982
<input type="checkbox"/>	NEW CLIENT

LTW Price Quotation
This price quotation is valid for 30 days
from the date listed above.

PRODUCTS	Quantity	Price	Extension
Bridgewave FE80U Radio Link	2		
Bridgewave FE80U Radio Link	1		
Ceragon 1500P Radio Link	1		
Ceragon IP Radio Link	1		
Proxim 5054 Radio Link	2		
Exalt SIR Radio Link	1		
Firetide Radio 6102	10		
Firetide Radio 6202	1		
IBM Blade Center H w/2 Blade Servers	1		
IBM Blade 3200 SAN w/2 Expansion Chassis	1		
Cisco 3560 w/EMI	1		
Cisco 3750 w/EMI	1		
Cisco SFP	12		
Axis USB CCTV Joystick	4		
Axis H.264 Encoder Chassis 72 Ports	1		
Lenovo S10 Workstation w/22" LCD Monitor	5		
Bosch 300I Series IP PTZ 36X Camera	7		
Genetec OmniCast NVR S/W with 81 Camera Licenses	1		
Genetec OmniCast S/W Mobile Client	1		

Shipping & Handling:

Subtotal: \$

Sales Tax: \$

Products Total: \$

PRODUCTS (Ancillary Components)

EXPENSES INCLUDED: (Y/N)

Subtotal: \$

Products Total: \$

Services (Installation/Maintenance/Express Warranty)

Warranty Renewal for Hardware Items Listed Above	1	\$ 43,000.00	\$ 43,000.00
Warranty Renewal for Software Items Listed Above	1	\$ 24,000.00	\$ 24,000.00
LTW Support for items Listed Above (2 days/month)	24	\$ 1,200.00	\$ 28,800.00

Support & Services Total:

\$ 95,800.00

Once work dates are set, client can reschedule once, up to 2 weeks prior to the start date, with no additional fees being incurred. All other rescheduling will result in a penalty equal to 50% of the fees for the days rescheduled.

Rescheduling does not ever change the payment terms, which are based SOLELY on the signing date of this LOA.

SUMMARY

Payment Terms: Net 30 days, unless stated otherwise herein.

My signature below indicates that LTW has provided to me, I have read, and I agree to LTW's Terms & Conditions.

X _____
Client Authorization Date

X _____
LTW Authorization Date

PRODUCTS:	\$	
WARRANTY RENEWAL:	\$	67,000.00
SUPPORT:	\$	28,800.00
PER-DIEM:		
ESTIMATED EXPENSES:	\$	
TOTAL:	\$	95,800.00

COMMENTS:
Client agrees that LTW consultants will be allowed to work/roll on any weekday that is not a NYSE scheduled holiday. All projects are worked as contiguous time. Final scheduling typically takes 1-2 weeks from signing of this document. Client agrees to pay all reasonable T&E from Pine Brook, NJ

COMMENTS:
* ALL LTW TERMS AND CONDITIONS APPLY TO THIS QUOTATION
* ALL LTW SERVICES ARE PERFORMED ON A TIME AND MATERIALS BASIS.
* SOFTWARE/HARDWARE PRICES ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE.
* LTW WILL NOT SCHEDULE THIS PROJECT UNTIL BOTH THE LOA AND ACCESS AUTHORIZATION FORM HAS BEEN SIGNED AND RETURNED.

Let's Think Wireless

(REVISED 10/0)

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed; and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and

court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Services and General Service Contracts

(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Craig Lerman, President

Representative's Signature:

Name of Company:

Let's Think Wireless, LLC

Tel. No.: 973-882-2204

Date:

2/24/14

X3982

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Printed: Craig Leeman, President
Representative's Signature: [Signature]
Name of Company: Let's Think Wireless, LLC
Tel. No.: 973-882-9207 x342 Date: 2/24/14

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Lett's Think Wireless, LLC

Address: 26 Chapin Road - Unit #1112 (P.O. Box 628)

Telephone No.: 973-882-9204 x3982 Pine Brook, NJ 07058

Contact Name: Craig Lerman, President

Please check applicable category:

☐ Minority Owned

☐ Minority & Woman Owned

☐ Woman Owned

☒ Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS

(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Lell's Think Wireless, LLC

SIGNATURE: [Signature]

DATE: 2/24/14

PRINT

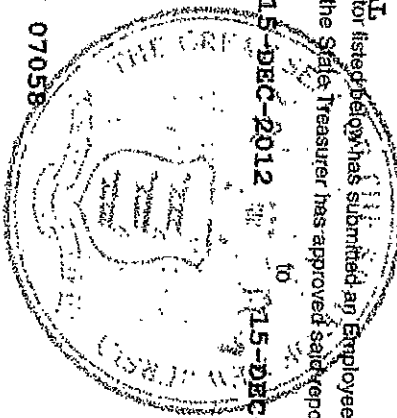
NAME: Craig Lerman TITLE: President

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

Certification
CERTIFICATE OF EMPLOYEE INFORMATION REPORT 37795


RENEWAL
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-DEC-2012 to 15-DEC-2019



LET'S THINK WIRELESS
P.O. BOX 628
PINEBROOK

NJ 07058


Andrew P. Sidamon-Einstoff
State Treasurer



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 280
TRENTON, NJ 08646-0280

TAXPAYER NAME

LET'S THINK WIRELESS, LLC

TAXPAYER IDENTIFICATION#

TRADE NAME

SEQUENCE NUMBER

1050043

ADDRESS

30 CHAPIN RD UNIT 1209
PINE BROOK NJ 07056

ISSUANCE DATE

05/08/04

EFFECTIVE DATE

03/08/04

FORM-BRC(08-01)

John S. Kelly
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidates committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gasewald
Team Fulop	Councilperson Khemraj "Chico" Ramchar
Team Fulop Runoff	Councilperson Richard Boggiano
Lavaro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
 ☐ Subchapter S Corporation
 ☐ Limited Partnership
 ☒ Limited Liability Corporation
 ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Craig Lerman	5 Laocore Drive, Livingston, NJ
Don Rubenstein	540 East Gate Road, Ho-Ho-Kus, NJ

Part III - Signature and Attestation

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Kent's Think Wireless, LLC

Signed: Craig Lerman Title: President

Print Name: Craig Lerman Date: 2/4/14

Subscribed and sworn before me this 4 day of Jan, 2014

My Commission expires:

JIGISHA PATEL
Notary Public
State of New Jersey
My Commission Expires Jan. 15, 2018
I.D.# 2295259

Jigisha Patel
(Affiant)
JIGISHA PATEL, NOTARY
(Print name & title of affiant) (Corporate Seal)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Let's Think Wireless, LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Let's Think Wireless, LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Let's Think Wireless, LLC

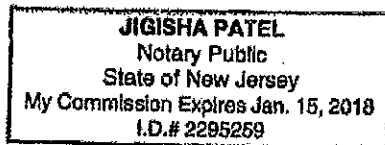
Signed Craig Lerman Title: President

Print Name Craig Lerman Date: 2/4/14

Subscribed and sworn before me
this 4th day of Jan, 2014.

My Commission expires: _____
(Affiant)

JIGISHA PATEL NOTARY
(Print name & title of affiant) (Corporate Seal)



****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Let's Think Wireless, LLC		
Address:	26 Chapin Road, Unit 1112, P.O. Box 628		
City:	Pine Brook	State:	NJ
		Zip:	07058

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

Signature

Craig Lerman
Printed Name

President
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

☐ Check here if the information is continued on subsequent page(s)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Let's Think Wireless, LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Let's Think Wireless, LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Let's Think Wireless, LLC

Signed Craig Lerman Title: President

Print Name Craig Lerman Date: 2/4/14

Subscribed and sworn before me
this 4th day of Jan, 2014.

My Commission expires:

Jigisha Patel
(Affiant)
JIGISHA PATEL NOTARY
(Print name & title of affiant) (Corporate Seal)

JIGISHA PATEL
Notary Public
State of New Jersey
My Commission Expires Jan. 15, 2018
I.D.# 2295259

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.281

Agenda No. 10.W

Approved: APR 23 2014

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC FOR THE SUPPORT AND MAINTENANCE OF THE IP MOBILE NET MOBILE DATA TERMINAL SYSTEM FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) WITHOUT PUBLIC BIDDING

COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Police Department's Mobile Data Terminal System and wireless handheld devices operate on a seven day, twenty-four hour basis; and

WHEREAS, this equipment utilizes proprietary hardware and software within 350 handheld devices include but not limited to MDTs, Symbols, Xplore tablets, Data 911; and

WHEREAS, IP Mobile Net has authorized G.T.B.M. Inc. as the New Jersey service provider for the Department's proprietary software associated with the mobile data terminal system; and

WHEREAS, the need for constant and reliable communications for the safety of employees and citizens of Jersey City require immediate resolution of any equipment failures it is essential for the public safety to have an agreement in effect for the services in connection with preventive maintenance, service and repair of the Public Safety (Police), Communications Center, Mobil Data Terminal System and related equipment; and

WHEREAS, G.T.B.M. Inc , located at 351 Paterson Avenue, East Rutherford, NJ 07073, possess the skill and expertise to perform the necessary services; and

WHEREAS, G.T.B.M. Inc has agreed to perform the necessary services for maintenance and repair of the Jersey City Department of Public Safety, Communications Center, Mobil Data Terminal System at a cost of Five Hundred Thousand One Hundred One Dollars (\$500,101.00) and No Cents for the term of one year, January 1, 2014 through Dec 31, 2014; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable, and

WHEREAS, funds in the amount of Two Hundred Fifty Thousand and Fifty dollars (\$250,050.00) are available in the Temporary 2014 budget Account No. 14-01-201-25-240-310; source of funds is from operating account.

WHEREAS, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system;

WHEREAS, James Shea, Director of Public Safety, has certified that this meets the statues and regulations governing the award of said contracts; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the City's Police Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, G.T.B.M has completed and submitted a Business Entity Disclosure Certification which certifies that G.T.B.M has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit G.T.B.M from making any reportable contributions during the term of the contract; and

WHEREAS, G.T.B.M has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

City Clerk File No. Res. 14.281Agenda No. 10.W APR 23 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC FOR THE SUPPORT AND MAINTENANCE OF THE IP MOBILE NET MOBILE DATA TERMINAL SYSTEM FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) WITHOUT PUBLIC BIDDING

WHEREAS, pursuant to Jersey City Ordinance 08-128, GTBM has certified that he has not made any reportable contributions to a political or candidate committee in the City of Jersey City in the previous one year, and that the contract will prohibit GTBM from making any reportable contributions through the term of the contract; and

NOW THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor and/or Business Administrator is authorized to execute an agreement with **G.T.B.M. Inc.** for providing maintenance of the Public Safety Communications Center Mobil Data Terminal System at a total sum not to exceed \$500,101.00 for the term of one year, January 1, 2014 through December 31, 2014
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The Purchasing Agent is directed to have the necessary contract documents drawn up and executed.
4. Notice of this action shall be published in the newspaper of general circulation within the municipality within ten (10) days of this award.
5. This agreement shall be subject to the condition that the vendor provide satisfactory evidence of compliance with the **Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.**
6. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to **G.T.B.M. Inc.** shall be made in accordance with the provisions of the **Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.**
7. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I, Donna Mauer Donna Mauer as Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Acct. No. 14-01-201-25-240-310. Police Department
Acct. No. 14-01-201-25-240-310 PO# 113118 Amount \$250,050.50

APPROVED: Jerome Cole

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Joanne Monahan

Corporation Counsel

Certification Required ☒Not Required ☐APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>4.23.14</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council[Signature]
Robert Byrne, City Clerk

APR 23 2014

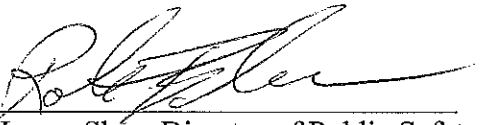
14.281

DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Public Safety Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to G.T.B.M. Inc. to provide the City with Mobile Data maintenance and support.
3. The term of the contract is one year effective as of January 1, 2014.
4. The amount of the contract is \$500,101.00 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____


James Shea, Director of Public Safety
For James Shea

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC FOR THE SUPPORT AND MAINTENANCE OF THE IP MOBILE NET MOBILE DATA TERMINAL SYSTEM FOR THE DEPARTMENT OF PUBLIC SAFETY 9POLICE) WITHOUT PUBLIC BIDDING

Project Manager

Department/Division	Communications	Public Safety
Name/Title	Sgt. John Tkaczyk	IT Commander
Phone/email	201-547-5997	jtkaczyk@njicps.peg

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The need for constant and reliable communications for the safety of employees and citizens of Jersey City require immediate resolution of any equipment failures it is essential for the public safety to have an agreement in effect for the services in connection with preventive maintenance, service and repair of the Public Safety (Police), Communications Center, Mobil Data Terminal System and related equipment.

Cost (Identify all sources and amounts)

2014 OE \$500,101.00

Contract term (include all proposed renewals)

Jan 1, 2014 thru December 31, 2014

Type of award Non- Bid

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

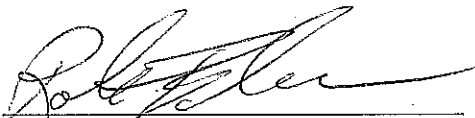
Date

DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Public Safety Director for the City of Jersey City (Police Department).
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3. The term of the contract is one year effective as of January 1, 2014.
4. The amount of the contract is \$500,101.00 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____


James Shea, Director of Public Safety
For James Shea



MOBILE DATA SYSTEMS (MDTS AND VEHICLE) AGREEMENT BETWEEN

JERSEY CITY POLICE DEPARTMENT

and

GOLD TYPE BUSINESS MACHINES

THIS MDTS SERVICE AGREEMENT ("Agreement") is made this 1st day of Jan 2014 by and between the Jersey City Police Department ("**Customer**") AND **GOLD TYPE BUSINESS MACHINES** ("GTBM") for service and support of Customer's MDTS and associated hardware, software and communications.

1. SERVICES AND PROCESS

- a) GTBM will provide Customer with maintenance and repair service for MDT, Symbol, Xplore, Data911, Panasonic, Blackberry and Push-to Talk devices and the underlying vehicle infrastructure to support communications with the Info-Cop™ system 24/7/365.
- b) GTBM will provide all labor to meet Customer's needs for vehicle equipment swaps and new vehicle installations associated with Mobile Data Systems communications. GTBM will provide any required parts that have a cost of \$100 or less.
- c) GTBM will provide all labor to maintain a BOSS server and to support 5 vehicles and the attached plate readers associated with the server.
- d) Customer shall notify GTBM of all service needs by calling the GTBM Service Department at 201-935-5090 during normal business hours Monday through Friday from 8:30am until 5pm. Afterhours support can be received by calling 201-681-0327 or by calling the Service Department and following the auto-attendant prompts.

2. CHARGES AND PAYMENTS

- a) Customer agrees to pay an annual fee of \$500,101.00 for the services on a Quarterly basis, in advance, for the period beginning Jan 1, 2014 and ending Dec 31th, 2014. Customer further agrees to pay for all parts required for vehicle repair or installation



which are in excess of \$100 which shall be billed to Customer on a quarterly basis.

- b) Except as otherwise specified herein, all invoices rendered under this Agreement are due and payable within thirty (30) days of the date of invoice. All invoices not paid within thirty (30) days from when due shall be subject to a monthly interest charge of one and one-half percent (1 1/2%) per month on the unpaid balance.

3. LIMITATION OF LIABILITY

IN NO EVENT SHALL GTBM BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO CUSTOMER'S USE OR INABILITY TO USE THE INFO-COPT™ SYSTEM, AN IMPAIRED VEHICLE, A COMMUNICATIONS DEVICE DUE TO A FAILURE OF A THIRD PARTY VENDOR OR DISABLED INTERNET CONNECTIVITY, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF GTBM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. TERMINATION

- a) GTBM may terminate this Agreement if GTBM gives written notice to the Customer specifying the Customer's failure to make payment when due and the Customer THEN fails to make such payment within ten (10) days following receipt of such notice.
- b) Either party may also terminate this Agreement by written notice to the other, effective immediately upon receipt, if the other party shall file a petition in bankruptcy, shall be adjudicated to be bankrupt, shall take advantage of the insolvency laws of any state, territory or country, shall make an assignment for the benefit of creditors, shall be voluntarily or involuntarily dissolved, shall admit in writing its inability to pay debts as they come due, or shall have a receiver, trustee or other court officer appointed for its property.
- c) Termination of this Agreement does not relieve either party of obligations to make any



payments or perform any services due prior to the date of termination.

5. MISCELLANEOUS

- a) The parties agree that this Agreement including any Exhibits hereto and thereto, and any submissions or proposals referred to in any of those Exhibits, constitute the entire agreement between the parties in connection with the Service Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Customer may not assign the Agreement without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. This Agreement shall be governed by the laws of the State of New Jersey.



6. ACCEPTANCE OF AGREEMENT

a) By providing a Purchase Order number referencing this Agreement, Customer acknowledges and confirms that Customer has read and accepts all of the services and terms specified herein.

GTBM

By: _____

Name: _____

Title: _____

Jersey City

By: _____

Name: _____

Title: _____



Exhibit A

Agreement Specifications

Devices:

Up to 400 MDT, Symbol, Xplore Data911, Panasonic or Push-to-Talk Mobile Communication Units

Vehicle:

Entire Fleet of the Police Department

Plate Readers and BOSS Server coverage;

34 Vehicles and 1 BOSS server

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: *Gold Type Business Machines Inc.*

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☒ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: <i>Rich Powell</i>	Name: <i>Pat Collins</i>
Home Address: <i>71 Ridge Rd Rutherford NJ 07070</i>	Home Address: <i>780 Apple Ridge Rd Franklin Lakes, NJ 07417</i>
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this *2* day of *April*, 2014
(Notary Public) *Mona K Lewis*
My Commission expires: *an Attorney-at-law of the State of New Jersey authorized to administer this oath pursuant to NJSA 41:2-1.*

V. C. [Signature]
(Affiant)
Vincent C. [Signature] (CK)
(Print name & title of affiant)
(Corporate Seal)

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

GOLD TYPE BUSINESS MACHINES

TAXPAYER IDENTIFICATION#:

ADDRESS:

351 PATERSON AVENUE
EAST RUTHERFORD NJ 07073

EFFECTIVE DATE:

02/22/77

FORM-BRC(08-01)

TRADE NAME:

SEQUENCE NUMBER:

0067515

ISSUANCE DATE:

10/13/04

J. P. & Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Vincent P. Rorer, CEO

Representative's Signature:

Name of Company: Gold Type Business

Mach, Inc.

Tel. No.: 201-935-5090 Date: 11/25/13

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: J. Vincent Craves CFO
Representative's Signature: [Signature]
Name of Company: Cold Type Business Machines Inc
Tel. No.: 201-935-6090 Date: 11/25/13

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Gold Type Business Machines Inc

Address: 351 Paterson Ave, East Rutherford NJ 07073

Telephone No.: 201-935-8790

Contact Name: Vin Pomeroy

Please check applicable category:

☐ Minority Owned

☐ Minority & Woman Owned

☐ Woman Owned

☒ Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Gold Type Business Machines Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding 11/22/13 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Gold Type Business Machines (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Chd. Type Business Machines Inc

Signed: Pat Chan Title: Che

Print Name: Vincent P. Roman Date: 11/25/13

Subscribed and sworn before me
this 25 day of November, 2013.
My Commission expires: _____

My Commission expires _____

Monica K Lewis

an Attorney-at-law of the State of New Jersey authorized to administer But oath pursuant to NJSA 41:2-1.

 (Affiant)

 (Print name & title of affiant) (Corporate Seal)

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

Certification 24180

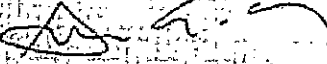
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 JAN-2012 to 15 JAN-2019.



GOLD TYPE BUSINESS MACHINE, INC.
351 PATERSON AVENUE
EAST RUTHERFORD NJ 07073


Andrew P. Sidamon-Eristoff
State Treasurer

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Vincent Pranno, CFO

Representative's Signature: [Signature]

Name of Company: Gold Type Business Machines Inc.

Tel No.: 201-935-5090 Date: 11/25/13

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Terry C. J. (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS

(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Gold Type Business Machines Inc

SIGNATURE: Vivian Chen DATE: 11/25/13

PRINT
NAME: Vivian Chen TITLE: CEO

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Vendor Name:	Gold Type Business Machines Inc		
Address:	391 Pasadena Ave		
City:	East Rutherford	State:	NJ
		Zip:	07023

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature V. J. C. Printed Name V. J. C. Title CFO

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the Gold Type Business Machines Inc has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchar
Team Fulop Runoff	Councilperson Richard Hoggelano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☒ Corporation
 ☐ Sole Proprietorship
 ☐ Subchapter S Corporation
☐ Limited Partnership
☐ Limited Liability Corporation
☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Richard Picotti	71 Ridge Rd, Rutherford NJ 07070
Patricia Collins	280 Apple Ridge Rd Franklin Lakes, NJ 07417

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Gold Type Business Machines Inc

Signed: Vincent Cronen Title: CFO
 Print Name: Vincent Cronen Date: 11/20/13

Subscribed and sworn before me this 25 day of November, 2013.

My Commission expires: Monica Klenz
an Attorney-at-law of State
of New Jersey authorized
to administer this oath
pursuant to NJSA 41:2-1.

[Signature]
Vincent Cronen CFO
 (Print name & title of affiant) (Corporate Seal)

VENDOR INFORMATION
(ATTACH COPY OF W9 FORM)

VENDOR NAME/ADDRESS: <i>Gold Type Business Machines Inc</i>		FEIN/SS# <i>22</i> <i>351 Peterson Ave. East Rutherford NJ 07073</i>
MAKE PO/VOUCHERS PAYABLE TO:		
CITY: <i>East Rutherford</i>	STATE: <i>NJ</i>	ZIP: <i>07073</i>
TEL #: <i>201-935-5090</i>	FAX #: <i>201-935-7022</i>	EMAIL:
MAKE CHECK/S PAYABLE TO: <i>Gold Type Business Machines Inc</i>		
<i>351 Peterson Ave</i>		
CITY: <i>East Rutherford</i>	STATE: <i>NJ</i>	ZIP: <i>07073</i>
TEL #: <i>201-935-5090</i>	FAX #: <i>201-935-7022</i>	EMAIL: <i>VCROMOV@GTBM.com</i>
DESCRIPTION OF GOODS/SERVICES TO BE RENDERED: <i>Computer Hardware, software maintenance</i>		CITY EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINORITY VENDOR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		REQUIRED FORM 1099?
TYPE/CATEGORY:		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
NON-PROFIT? <input type="checkbox"/> YES (include Non-Profit Certification) <input checked="" type="checkbox"/> NO		
VENDOR'S CONTACT/AUTHORIZED PERSON: <i>V. J. Roman</i> EMAIL: <i>VCROMOV@gtbm.com</i>		
SIGNATURE OF CONTACT/AUTHORIZED PERSON: <i>V. J. Roman</i>		
NAME & TITLE OF CITY EMPLOYEE REQUESTING VENDOR NUMBER		
SIGNATURE OF EMPLOYEE:		
PURCHASING DIVISION USE ONLY		
AUTHORIZED TO ISSUE VENDOR #		
NAME/TITLE/DATE		
ASSIGNED VENDOR #		

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See specific instructions on page 2.

Name Gold Type Business Marketing Inc

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
351 Petersen Ave

City, state, and ZIP code
East Rutherford, NJ 07073

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person [Signature] Date 12/17/10

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

CITY OF JERSEY CITY ss:

I certify that I am Vincent Crown CFO

Of the firm of Gold Tiger Business Machines Inc

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
(N.J.S.A.52: 34-25)

(Signature of respondent) Vincent Crown

Print name Vincent Crown

SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY November 25, 2013

NOTARY PUBLIC OF

MY COMMISSION EXPIRES:

Monica K. Lent
Monica K. Lent
an Attorney-at-law of NJ
authorized
to administer this oath
pursuant to NJSA 41:2-1



ANY INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO CUSTOMER'S USE OR INABILITY TO USE A TERMINAL, COMPUTER, LAN DEVICE, PRINTER, A COMMUNICATIONS DEVICE DUE TO A FAILURE OF A THIRD PARTY VENDOR OR DISABLED INTERNET CONNECTIVITY, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF GTBM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. TERMINATION

- a) GTBM may terminate this Agreement if GTBM gives written notice to the Customer specifying the Customer's failure to make payment when due and the Customer then fails to make such payment within ten (10) days following receipt of such notice.
- b) Either party may also terminate this Agreement by written notice to the other, effective immediately upon receipt, if the other party shall file a petition in bankruptcy, shall be adjudicated to be bankrupt, shall take advantage of the insolvency laws of any state, territory or country, shall make an assignment for the benefit of creditors, shall be voluntarily or involuntarily dissolved, shall admit in writing its inability to pay debts as they come due, or shall have a receiver, trustee or other court officer appointed for its property.
- c) Termination of this Agreement does not relieve either party of obligations to make any payments or perform any services due prior to the date of termination.

5. MISCELLANEOUS



a) The parties agree that this Agreement including any Exhibits hereto and thereto, and any submissions or proposals referred to in any of those Exhibits, constitute the entire agreement between the parties in connection with the Service Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Customer may not assign the Agreement without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. This Agreement shall be governed by the laws of the State of New Jersey.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.282

Agenda No. 10.X

Approved: APR 23 2014

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M INC FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY LAN/HARDWARE AND NCIC 2000 SYSTEM WITHOUT PUBLIC BIDDING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Police Department's existing software applications within NCIC 2000 was created by G.T.B.M. Inc. and is a proprietary system that requires support and maintenance services; and

WHEREAS, vendors providing this service must be certified by the New Jersey State Police and must pass the same FBI and State Police security audits as do law enforcement agencies throughout the State of New Jersey; and

WHEREAS, G.T.B.M. Inc is the only vendor in New Jersey to successfully complete all certifications; and

WHEREAS, G.T.B.M. Inc has agreed to provide LAN and hardware system maintenance services in the manner specified by the Jersey City Police Department's Computer Services Unit for one year (January 1, 2014 to Dec 31, 2014) for the sum of Three hundred Twenty Eight Thousand Six Hundred Seventy Three (\$328,673.00) Dollars; and

WHEREAS, service will be provided 24 hours per day and seven (7) per week with a minimum mandated response of four (4) hours; and

WHEREAS, funds in the amount of \$164,336.50.00 are currently available in the Temporary 2014 budget of **Account No. 14- 01-201-25-240-310**; and source of funding is from operating account.

WHEREAS, the award of this contract shall be subject to the appropriation of sufficient funds in the 2014 fiscal year permanent budget; and

WHEREAS, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the Police Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, G.T.B.M has completed and submitted a Business Entity Disclosure Certification which certifies that G.T.B.M n has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit G.T.B.M from making any reportable contributions during the term of the contract; and

WHEREAS, G.T.B.M has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, G.T.B.M has certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; and

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M INC FOR PROVIDING
MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY
NCIC 2000 SYSTEM WITHOUT PUBLIC BIDDING**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of Jersey City that:

1. A one year contract is awarded to G.T.B.M. Inc in the amount of **\$328,673.00** and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that G.T.B.M. Inc provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Account No.14- 01-201-25-240-310.

ACCT# 14- 01-201-25-240-310

P.O.# 113117

AMT. \$164,336.50

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☒Not Required ☐


APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

APR 23 2014

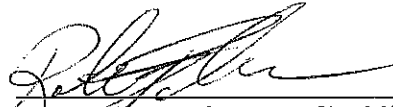
14.282

DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Public Safety Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to G.T.B.M. Inc. to provide the City with Mobile Data maintenance and support.
3. The term of the contract is one year effective as of January 1, 2014.
4. The amount of the contract is \$328,673.00 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____


James Shea, Director of Public Safety
For James Shea

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M INC FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY LAN/HARDWARE AND NCIC 2000 SYSTEM WITHOUT PUBLIC BIDDING

Project Manager

Department/Division	Communications	Public Safety
Name/Title	Sgt. John Tkaczyk	IT Commander
Phone/email	201-547-5997	itkaczyk@njicps.og

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The Police Department utilizes existing software applications within NCIC 2000 and was created by G.T.B.M. Inc. It is a proprietary system that requires support and maintenance services. Vendors providing this service must be certified by the New Jersey State Police and must pass the same FBI and State Police security audits as do law enforcement agencies throughout the State of New Jersey.

G.T.B.M. Inc. is the only vendor in New Jersey to successfully complete all certifications.

Cost (Identify all sources and amounts)

2014 OE \$328,673.00

Contract term (include all proposed renewals)

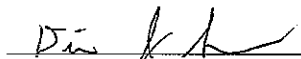
Jan 1, 2014 thru December 31, 2014

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

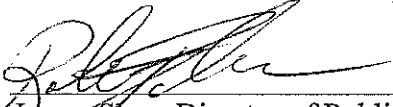
Date

DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Public Safety Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to G.T.B.M. Inc. to provide the City with Mobile Data maintenance and support.
3. The term of the contract is one year effective as of January 1, 2014.
4. The amount of the contract is \$328,673.00 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____


James Shea, Director of Public Safety
For James Shea



**NCIC 2000/LAN/COMPUTER/PRINTER SERVICE
AGREEMENT BETWEEN**

JERSEY CITY POLICE DEPARTMENT

and

GOLD TYPE BUSINESS MACHINES

THIS SERVICE AGREEMENT ("Agreement") is made this 1st day of Jan 2014 by and between the Jersey City Police Department ("**Customer**") AND **GOLD TYPE BUSINESS MACHINES ("GTBM")** for service and support of Customer's NCIC 2000 terminals, Local Area Networks (LANs)/Computers and Printers.

1. SERVICES AND PROCESS

- a) GTBM will provide Customer with maintenance and repair service for all terminals, computers, printers and communications devices used by Customer to connect to the New Jersey State Police for NCIC 2000 communication. These services will be provided 24/7/365 with a four (4) hour emergency response.
- b) GTBM will provide all labor to meet Customer's needs for all other computer, LAN and printer maintenance and will provide 1 replacement drum and fuser per printer per year for up to 80 printers. GTBM will provide other necessary printer replacement parts that cost \$150 or less. These services will be provided during normal business hours, Monday through Friday from 8:30am to 5pm.
- c) GTBM will provide support and maintenance of the ABC Card printer system. This service will be provided during normal business hours, Monday through Friday from 8:30am to 5pm with 24 hour response time.



- d) GTBM will provide support and maintenance of all SIMMS terminals throughout the department during normal business hours, Monday through Friday from 8:30am to 5pm.
- e) GTBM will support and maintain all newly acquired LAN equipment throughout the term of the service agreement.
- f) GTBM will provide maintenance and support for the Facial Recognition and Intercom systems throughout the term of this agreement.
- g) Customer shall notify GTBM of all service needs by calling the GTBM Service Department at 201-935-5090 during normal business hours Monday through Friday from 8:30am until 5pm. Afterhours support can be received by calling 201-681-0327 or by calling the Service Department and following the auto-attendant prompts.

2. CHARGES AND PAYMENTS

- a) Customer agrees to pay an annual fee of \$328,673.00 for the services on a Quarterly basis, in advance, for the period beginning Jan 1, 2014 and ending Dec 31th, 2014. Customer further agrees to pay for all parts required for printer repair which are in excess of \$150 which shall be billed to Customer on a quarterly basis.
- b) Except as otherwise specified herein, all invoices rendered under this Agreement are due and payable within thirty (30) days of the date of invoice. All invoices not paid within thirty (30) days from when due shall be subject to a monthly interest charge of one and one-half percent (1 1/2%) per month on the unpaid balance.

3. LIMITATION OF LIABILITY

IN NO EVENT SHALL GTBM BE LIABLE FOR PERSONAL INJURY, OR



6. ACCEPTANCE OF AGREEMENT

- a) By providing a Purchase Order number referencing this Agreement, Customer acknowledges and confirms that Customer has read and accepts all of the services and terms specified herein.

GTBM

By: _____

Name: _____

Title: _____

Jersey City

By: _____

Name: _____

Title: _____



Exhibit A

Agreement Specifications

Agreement provides:

Labor for the following devices:

All NCIC 2000 terminals, computers, printers and communications devices

All printers throughout the department

All computers and LAN devices

ABC Card Printer System

SIMMS Terminals

Replacement Parts:

Up to 80 drums and fusers for printers

Any printer parts with that cost \$150 or less.

Maintenance and Support for:

Facial Recognition system

Intercom system

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Gold Type Business Machines Inc		
Address:	351 Paterson Ave		
City:	East Rutherford	State:	NJ
		Zip:	07073

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

122

Signature _____

V. vent. C. p. v. v.

Printed Name _____

CF

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

☐ Check here if the information is continued on subsequent page(s)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Gold Type Business Machines Inc
City of Jersey City

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☒ Corporation
 ☐ Sole Proprietorship
 ☐ Subchapter S Corporation
☐ Limited Partnership
☐ Limited Liability Corporation
☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Richard Picotti	71 Rely Rd, Rutherford NJ 07070
Patricia Collins	280 Apple Ridge Rd, Fresh Meadows, NY 11365
	07417

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Gold Type Business Machines Inc

Signed: Vincent Cropanzano Title: CEO
 Print Name: Vincent Cropanzano Date: 11/25/13

Subscribed and sworn before me this 25 day of November, 2013 Monica Kleny
 My Commission expires: Monica Kleny
an Attorney-at-law of State
of New Jersey authorized
to administer this oath
pursuant to NJSA 41:2-1.

Vincent Cropanzano
 (Affiant)
 (Print name & title of affiant) (Corporate Seal)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Gold T-100 Business Machines Inc.

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☒ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: <u>Rich P. Wall</u>	Name: <u>Pat Collins</u>
Home Address: <u>71 Ridge Rd</u> <u>Rutherford NJ 07070</u>	Home Address: <u>780 Apple Ridge Rd</u> <u>Fresh Lynn Lakes, NJ 07417</u>
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>2</u> day of <u>April</u> , 2014 (Notary Public) <u>Mona K. Lewis</u>	<u>[Signature]</u> (Affiant)
My Commission expires: <u>March 31, 2015</u>	<u>Vincent Chinn (PO)</u> (Print name & title of affiant)
<u>an Attorney at law of the State of New Jersey authorized to administer this oath pursuant to NJSA 41:2-1.</u>	(Corporate Seal)

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

TRADE NAME:

GOLD TYPE BUSINESS MACHINES

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:

0067515

ADDRESS:

ISSUANCE DATE:

351 PATERSON AVENUE
EAST RUTHERFORD NJ 07073

10/13/04

EFFECTIVE DATE:

02/22/77

FORM-BRC(08-01)

Active Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address

court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Vincent P. Roven / CFO

Representative's Signature:

Name of Company:

Machinex, Inc.

Tel No.: 201-935-5090

Date: 11/25/13

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: J. Vincent Creswell CFO
Representative's Signature: [Signature]
Name of Company: Cold Type Business Machines, Inc.
Tel. No.: 201-935-5090 Date: 11/25/13

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Gold Typewriter Business Machines Inc

Address: 351 Paterson Ave, East Rutherford NJ 07073

Telephone No.: 201-935-5970

Contact Name: V. J. P. Jones

Please check applicable category:

☐ Minority Owned

☐ Minority & Woman Owned

☐ Woman Owned

☒ Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Gold Type Business Machines Inc (name of business entity) has not made any reportable contributions in the **one-year period preceding 11/25/13 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Gold Type Business Machines Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Gold Type Business Machines Inc

Signed: V. Cranon Title: CEO

Print Name: Vincent Cranon Date: 11/25/13

Subscribed and sworn before me
this 25 day of November 2013

My Commission expires:

Monica K. Laws

an Attorney-at-law of the
State of New Jersey authorized
to administer oaths pursuant
to NJSA 41:2-1.

V. Cranon
(Affiant)
Vincent Cranon CEO
(Print name & title of affiant) (Corporate Seal)

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

Certification 24180

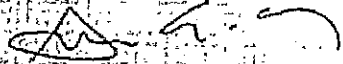
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JAN-2012 to 15-JAN-2019.



GOLD TYPE BUSINESS MACHINE, INC.
351 PATERSON AVENUE
EAST RUTHERFORD NJ 07073


Andrew P. Sidamon-Eristoff
State Treasurer

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Vincent P. Brown, CFO

Representative's Signature: [Signature]

Name of Company: Gold Type Business Products Inc.

Tel. No.: 201-935-5090 Date: 11/20/13

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of San Jose, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS

(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY:

Gold Type Business Machines, Inc.

SIGNATURE:

Vincent Chen

DATE:

11/25/13

PRINT

NAME:

Vincent Chen

TITLE:

CFO

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the Gold Type Business Machines Inc has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavario for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☒ Corporation
 ☐ Sole Proprietorship
 ☐ Subchapter S Corporation
☐ Limited Partnership
☐ Limited Liability Corporation
☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Richard Picelli	71 Ridge Rd, Rutherford NJ 07070
Patrick Collins	20 Apple Ridge Rd Franklin Lakes, NJ 07417

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Gold Type Business Machines Inc

Signed: Vincent Craven Title: CEO
 Print Name: Vincent Craven Date: 11/25/13

Subscribed and sworn before me this 25 day of November, 2013

My Commission expires: Monica K. Lewis
an Attorney-at-law of State
of New Jersey authorized
to administer this oath
pursuant to NJSA 41:2-1.

Vincent Craven
 (Affiant)
 (Print name & title of affiant) (Corporate Seal)

VENDOR INFORMATION
(ATTACH COPY OF W9 FORM)

VENDOR NAME/ADDRESS: <i>Gold Type Business Machines Inc</i>		FEIN/SS# <i>32</i> <i>331 Paterson Ave. East Rutherford NJ 07073</i>
MAKE PO/VOUCHERS PAYABLE TO:		
CITY: <i>East Rutherford</i>	STATE: <i>NJ</i>	ZIP: <i>07073</i>
TEL #: <i>201-935-5090</i>	FAX #: <i>201-935-7092</i>	EMAIL: <i>VCRowen@GTBM.com</i>
MAKE CHECK/S PAYABLE TO: <i>Gold Type Business Machines Inc</i>		
331 Paterson Ave		
CITY: <i>East Rutherford</i>	STATE: <i>NJ</i>	ZIP: <i>07073</i>
TEL #: <i>201-935-5090</i>	FAX #: <i>201-935-7092</i>	EMAIL: <i>VCRowen@GTBM.com</i>
DESCRIPTION OF GOODS/SERVICES TO BE RENDERED: <i>Computer Hardware, Software maintenance</i>		CITY EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINORITY VENDOR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		REQUIRED FORM 1099? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
TYPE/CATEGORY:		
NON-PROFIT? <input type="checkbox"/> YES (include Non-Profit Certification) <input checked="" type="checkbox"/> NO		
VENDOR'S CONTACT/AUTHORIZED PERSON: <i>V. Rowen</i> EMAIL: <i>VCRowen@gtbm.com</i>		
SIGNATURE OF CONTACT/AUTHORIZED PERSON: <i>V. Rowen</i>		
NAME & TITLE OF CITY EMPLOYEE REQUESTING VENDOR NUMBER		
SIGNATURE OF EMPLOYEE:		
PURCHASING DIVISION USE ONLY		
AUTHORIZED TO ISSUE VENDOR #		
NAME/TITLE/DATE		
ASSIGNED VENDOR #		

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name <i>Gold Type Business Marketing Inc</i>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <i>3521 Paterson Ave</i>	Requester's name and address (optional)
City, state, and ZIP code <i>East Rutherford, NJ 07073</i>	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number								
or								
Employer identification number								

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person

[Signature]

Date

12/17/12

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

CITY OF JERSEY CITY ss:

I certify that I am Vincent Crown CPO

Of the firm of Gold Tye Business Marketing Inc

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent) Vincent Crown

Print name Vincent Crown

SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY November 25, 2013

NOTARY PUBLIC OF

MY COMMISSION EXPIRES:

Monica K. Lewis
Monica K Lewis
an Attorney-at-law ^{of NJ} authorized
to administer this oath
pursuant to NJSA 41:2-1

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.283

Agenda No. 10.Y

Approved: APR 23 2014



TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M. INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) WIRELESS NETWORK INFRASTRUCTURE SYSTEM WITHOUT PUBLIC BIDDING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Police Department's existing software applications within Wireless Network Infrastructure (Including Disaster Recovery, CCTV Link, Internet Services, off Site Data storage) was created by G.T.B.M. Inc. and is a proprietary system that requires support and maintenance services; and

WHEREAS, the solution is integrated with the Department's existing infrastructure as developed by the vendor and ties to E-9-1-1, CAD, and all mission critical systems to enable the display and presentation of same

WHEREAS, G.T.B.M. Inc is the only vendor in New Jersey to successfully complete all certifications; and

WHEREAS, G.T.B.M. Inc has agreed to provide system maintenance services in the manner specified by the Police Department's Computer Services Unit for one year (January 1, 2014 to December 31 2014) for the sum of One Hundred thirteen Thousand thirty-nine(\$113,039.00 Dollars; and

WHEREAS, service will be provided 24 hours per day and seven (7) per week with a minimum mandated response of four (4) hours; and

WHEREAS, funds in the amount of One Hundred Thirteen Thousand Thirty-Nine (\$113,039.00 Dollars are available in the current year 2014 budget Account No. 14-01-201-25-240-310; source of funding is from operating account.

WHEREAS, funds in the amount of \$56,519.50 are currently available in the temporary budget of Account No. 14-01-201-25-240-310; and

WHEREAS, the remaining funds of \$113,039.00 will be made available in the CY 2014 permanent budgets; and

WHEREAS, the award of this contract shall be subject to the appropriation of sufficient funds in the 2014 current year permanent budget; and

WHEREAS, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the Police Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, G.T.B.M has completed and submitted a Business Entity Disclosure Certification which certifies that G.T.B.M has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit G.T.B.M from making any reportable contributions during the term of the contract; and

WHEREAS, G.T.B.M has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

City Clerk File No. Res. 14.283Agenda No. 10.Y APR 23 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M INC FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) WIRELESS NETWORK INFRASTRUCTURE SYSTEM WITHOUT PUBLIC BIDDING

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of Jersey City that:

1. A one (1) year contract is awarded to G.T.B.M. Inc in the amount of \$113,039.00 and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that G.T.B.M. Inc provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Account No. 14-01-201-25-240-310.

ACCT# 14-01-201-25-240-310

PO#113116

\$56,519.50

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

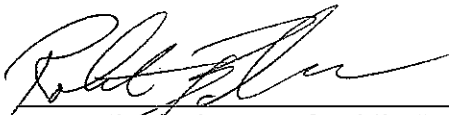
Robert Byrne
Robert Byrne, City Clerk

APR 23 2014
14,283
DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Public Safety Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to G.T.B.M. Inc to provide the City with computer Wireless Network Infrastructure system and supporting the City's wide proprietary services.
3. The term of the contract is one year effective as of January 1, 2014.
4. The amount of the contract is \$113,039.00 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____


James Shea, Director of Public Safety
For James Shea

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) WIRELESS NETWORK INFRASTRUCTURE SYSTEM WITHOUT PUBLIC BIDDING

Project Manager

Department/Division	Communications	Public Safety
Name/Title	Sgt. John Tkaczyk	IT Commander
Phone/email	201-547-5997	jtkaczyk@njicps.oeg

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The Police Department has existing software applications within Wireless Network Infrastructure Including Disaster Recovery, CCTV Link, Internet Services, off Site Data storage. This was created by G.T.B.M. Inc. and is a proprietary system that requires support and maintenance services.

Cost (Identify all sources and amounts)

2014 OE \$113,039.00

Contract term (include all proposed renewals)

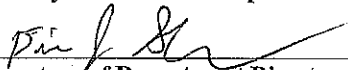
Jan 1, 2014 thru December 31, 2014

Type of award Non- Bid

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

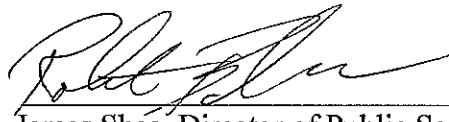
Date

DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Public Safety Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to G.T.B.M. Inc to provide the City with computer Wireless Network Infrastructure system and supporting the City's wide proprietary services.
3. The term of the contract is one year effective as of January 1, 2014.
4. The amount of the contract is \$113,039.00 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____


James Shea, Director of Public Safety
For James Shea

JERSEY CITY POLICE DEPARTMENT

DEPARTMENT REQUISITION

Date: December 9, 2013

**The following supplies are required for use by the
COMPUTER UNIT at the following locations:**

Computer Unit – JCPSCC, 73-85 Bishop Street

[illegible]

Comments: Required Maintenance and Support for the Department's Existing Wireless Infrastructure Hardware & Software, Disaster Recovery, & CCTV Links
Annual Contract Renewal

Requested By:

Approved By:

Chief of Police:

Director of Police:



NETWORK INFRASTRUCTURE/DISASTER RECOVERY SERVICE AGREEMENT BETWEEN

JERSEY CITY POLICE DEPARTMENT

and

GOLD TYPE BUSINESS MACHINES

THIS SERVICE AGREEMENT ("Agreement") is made this 1st day of Jan 2014 by and between the Jersey City Police Department ("Customer") AND GOLD TYPE BUSINESS MACHINES ("GTBM") for service and support of Customer's Wireless Network Infrastructure and Disaster Recovery needs.

1. SERVICES AND PROCESS

- a) GTBM will provide and maintain wireless communications links between Customer's CCT (Closed Circuit TV) Building, the 75 Bishop Street facility, Jersey City Medical Center and various other police locations. GTBM will provide "hot swap" spare equipment should a link fail. Onsite service for wireless communications will be provided 24/7/365.
- b) GTBM will provide a remote Disaster Recovery site having a broadband backup connection of not less than 1.5MB with up to 25 wireless links and one main 54MB wireless connection available to the Customer. Disaster Recover site includes rack space for Customer's servers in a secure datacenter, all power and battery backup.
- c) Customer shall notify GTBM of all service needs by calling the GTBM Service Department at 201-935-5090 during normal business hours Monday through Friday from 8:30am until 5pm. Afterhours support can be received by calling 201-681-0327 or by calling the Service Department and following the auto-attendant prompts.

2. CHARGES AND PAYMENTS

- a) Customer agrees to pay an annual fee of \$113,039.00 for the services on a Quarterly basis, in advance, for the period beginning Jan 1, 2014 and ending Dec 31st, 2014. Any



Customer requested services to support the wireless network not specified herein shall be billed to Customer on a quarterly basis.

- b) Except as otherwise specified herein, all invoices rendered under this Agreement are due and payable within thirty (30) days of the date of invoice. All invoices not paid within thirty (30) days from when due shall be subject to a monthly interest charge of one and one-half percent (1 1/2%) per month on the unpaid balance.

3. LIMITATION OF LIABILITY

IN NO EVENT SHALL GTBM BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO CUSTOMER'S USE OR INABILITY TO USE THE WIRELESS COMMUNICATION SYSTEM, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF GTBM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. TERMINATION

- a) GTBM may terminate this Agreement if GTBM gives written notice to the Customer specifying the Customer's failure to make payment when due and the Customer then fails to make such payment within ten (10) days following receipt of such notice.
- b) Either party may also terminate this Agreement by written notice to the other, effective immediately upon receipt, if the other party shall file a petition in bankruptcy, shall be adjudicated to be bankrupt, shall take advantage of the insolvency laws of any state, territory or country, shall make an assignment for the benefit of creditors, shall be voluntarily or involuntarily dissolved, shall admit in writing its inability to pay debts as they come due, or shall have a receiver, trustee or other court officer appointed for its property.
- c) Termination of this Agreement does not relieve either party of obligations to make any payments or perform any services due prior to the date of termination.



5. MISCELLANEOUS

a) The parties agree that this Agreement including any Exhibits hereto and thereto, and any submissions or proposals referred to in any of those Exhibits, constitute the entire agreement between the parties in connection with the Service Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Customer may not assign the Agreement without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. This Agreement shall be governed by the laws of the State of New Jersey.

6. ACCEPTANCE OF AGREEMENT

By providing a Purchase Order number referencing this Agreement, Customer acknowledges and confirms that Customer has read and accepts all of the services and terms specified herein.

GTBM

Jersey City

By: _____

By: _____



Name: _____

Title: _____

Name: _____

Title: _____



Exhibit A

Agreement Specifications

Agreement provides for:

Maintenance and Support for Wireless Communications from and to CCT, 75 Bishop Street, Jersey City Medical Center and other police locations specified by the Customer.

A secure disaster recovery site with rack space for Customer's equipment, power, battery backup and sufficient bandwidth to serve the disaster recovery needs of Customer.

Replacement Parts:

Spare "Hot Swap" communication links



NETWORK INFRASTRUCTURE/DISASTER RECOVERY SERVICE AGREEMENT BETWEEN

JERSEY CITY POLICE DEPARTMENT

and

GOLD TYPE BUSINESS MACHINES

THIS SERVICE AGREEMENT ("Agreement") is made this 1st day of Jan 2014 by and between the Jersey City Police Department ("**Customer**") AND **GOLD TYPE BUSINESS MACHINES ("GTBM")** for service and support of Customer's Wireless Network Infrastructure and Disaster Recovery needs.

1. SERVICES AND PROCESS

a) GTBM will provide and maintain wireless communications links between Customer's CCT (Closed Circuit TV) Building, the 75 Bishop Street facility, Jersey City Medical Center and various other police locations. GTBM will provide "hot swap" spare equipment should a link fail. Onsite service for wireless communications will be provided 24/7/365.

b) GTBM will provide a remote Disaster Recovery site having a broadband backup connection of not less than 1.5MB with up to 25 wireless links and one main 54MB wireless connection available to the Customer. Disaster Recover site includes rack space for Customer's servers in a secure datacenter, all power and battery backup.

c) Customer shall notify GTBM of all service needs by calling the GTBM Service Department at 201-935-5090 during normal business hours Monday through Friday from 8:30am until 5pm. Afterhours support can be received by calling 201-681-0327 or by calling the Service Department and following the auto-attendant prompts.

2. CHARGES AND PAYMENTS

a) Customer agrees to pay an annual fee of \$113,039.00 for the services on a Quarterly basis, in advance, for the period beginning Jan 1, 2014 and ending Dec 31st, 2014. Any



Customer requested services to support the wireless network not specified herein shall be billed to Customer on a quarterly basis.

- b) Except as otherwise specified herein, all invoices rendered under this Agreement are due and payable within thirty (30) days of the date of invoice. All invoices not paid within thirty (30) days from when due shall be subject to a monthly interest charge of one and one-half percent (1 1/2%) per month on the unpaid balance.

3. LIMITATION OF LIABILITY

IN NO EVENT SHALL GTBM BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO CUSTOMER'S USE OR INABILITY TO USE THE WIRELESS COMMUNICATION SYSTEM, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF GTBM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. TERMINATION

- a) GTBM may terminate this Agreement if GTBM gives written notice to the Customer specifying the Customer's failure to make payment when due and the Customer then fails to make such payment within ten (10) days following receipt of such notice.
- b) Either party may also terminate this Agreement by written notice to the other, effective immediately upon receipt, if the other party shall file a petition in bankruptcy, shall be adjudicated to be bankrupt, shall take advantage of the insolvency laws of any state, territory or country, shall make an assignment for the benefit of creditors, shall be voluntarily or involuntarily dissolved, shall admit in writing its inability to pay debts as they come due, or shall have a receiver, trustee or other court officer appointed for its property.
- c) Termination of this Agreement does not relieve either party of obligations to make any payments or perform any services due prior to the date of termination.



5. MISCELLANEOUS

a)The parties agree that this Agreement including any Exhibits hereto and thereto, and any submissions or proposals referred to in any of those Exhibits, constitute the entire agreement between the parties in connection with the Service Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Customer may not assign the Agreement without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. This Agreement shall be governed by the laws of the State of New Jersey.

6. ACCEPTANCE OF AGREEMENT

By providing a Purchase Order number referencing this Agreement, Customer acknowledges and confirms that Customer has read and accepts all of the services and terms specified herein.

GTBM

Jersey City

By: _____

By: _____



Name: _____

Title: _____

Name: _____

Title: _____



Exhibit A

Agreement Specifications

Agreement provides for:

Maintenance and Support for Wireless Communications from and to CCT, 75 Bishop Street, Jersey City Medical Center and other police locations specified by the Customer.

A secure disaster recovery site with rack space for Customer's equipment, power, battery backup and sufficient bandwidth to serve the disaster recovery needs of Customer.

Replacement Parts:

Spare "Hot Swap" communication links

Required Pursuant To N.J.S.A. 19:44A-20.26

Part I – Vendor Information

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____

Printed Name

Title

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

[illegible]

☐ Check here if the information is continued on subsequent page(s)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the Gold Type Business Machines Inc has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchar
Team Fulop Runoff	Councilperson Richard Boggiano
Lavaro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☒ Corporation
 ☐ Sole Proprietorship
 ☐ Subchapter S Corporation
☐ Limited Partnership
☐ Limited Liability Corporation
☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Richard Picotti	71 Ridge Rd, Rutherford NJ 07070
Patricia Collins	280 Apple Ridge Rd, Franklin Lakes NJ 07417

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Gold Type Business Machines Inc

Signed: Vincent Crover Title: CEO
 Print Name: Vincent Crover Date: 11/25/13

Subscribed and sworn before me this 25 day of November, 2013

My Commission expires: Monica K. Lewis
an Attorney-at-law of State
of New Jersey authorized
to administer this oath
pursuant to NJSA 41:2-1.

Vincent Crover
 (Affiant)
Vincent Crover CEO
 (Print name & title of affiant) (Corporate Seal)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Gold Type Business Machines Inc.

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☒ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Rich Powell	Name: Pat Collins
Home Address: 71 Ridge Rd Rutherford NJ 07070	Home Address: 732 Apple Ridge Rd Franklin Lakes, NJ 07417
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 2 day of April, 2014
(Notary Public) *Monica K Lewis*
My Commission expires: *Monica K Lewis*
an Attorney-at-law of the State of New Jersey authorized to administer this oath pursuant to NJSA 41:2-1.

V. Ch...
(Affiant)
V. Ch...
(Print name & title of affiant)
(Corporate Seal)

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 352
TRENTON NJ 08646-0352

TAXPAYER NAME

TRADE NAME

GOLD TYPE BUSINESS MACHINES

TAXPAYER IDENTIFICATION #:

SEQUENCE NUMBER:

222-162-411/000

0067515

ADDRESS

ISSUANCE DATE:

351 PATERSON AVENUE
EAST RUTHERFORD NJ 0707

10/13/04

EFFECTIVE DATE:

02/22/77

FORM-BRC(08-01)

J.P. & Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Vincent P. Plover, CFO

Representative's Signature:

Name of Company:

Machine, Inc.

Tel. No.: 201-935-5090

Date: 11/25/13

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: J. Vincent Brown CFO
Representative's Signature: [Signature]
Name of Company: Cold Type Business Machines Inc
Tel No.: 201-935-6050 Date: 11/25/13

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Gold Typewriter Business Machines Inc

Address: 351 Paterson Ave, East Rutherford NJ 07073

Telephone No.: 201-935-4770

Contact Name: Vin Plover

Please check applicable category:

☐ Minority Owned

☐ Minority & Woman Owned

☐ Woman Owned

☒ Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Gold Type Business Machines Inc (name of business entity) has not made any reportable contributions in the **one-year period preceding 11/25/13 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Gold Type Business Machines Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Gold Type Business Machines Inc

Signed: Vincent Cronan Title: CEO

Print Name: Vincent Cronan Date: 11/25/13

Subscribed and sworn before me
this 25 day of November, 2013

My Commission expires:

Monica K. Law

an Attorney-at-law of the
State of New Jersey authorized
to administer oaths pursuant
to NJSA 41:2-1.

Vincent Cronan

(Affiant)

Vincent Cronan CEO

(Print name & title of affiant) (Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8

NAME OF CONTRACTING AGENCY?

City of Jersey City

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2) :

Certification 24180

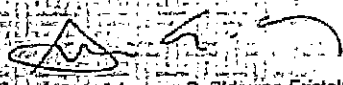
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17-27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 JAN 2012 to 15 JAN 2019.



GOLD TYPE BUSINESS MACHINE, INC.
351 PATERSON AVENUE
EAST RUTHERFORD NJ 07073


Andrew P. Sdamon-Eristoff
State Treasurer

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Vincent Brown CFC

Representative's Signature: [Signature]

Name of Company: Gold Tyme Business Products Inc

Tel. No.: 21-935-5590

Date: 11/15/13

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS

(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY:

Gold Type Business Machines Inc

SIGNATURE:

Vincent C. Plover

DATE:

11/25/13

PRINT

NAME:

Vincent C. Plover

TITLE:

CEO

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the Gold Type Business Machines Inc has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchar
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce B. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☒ Corporation
 ☐ Sole Proprietorship
 ☐ Subchapter S Corporation
☐ Limited Partnership
☐ Limited Liability Corporation
☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Richard Picotti	71 Ridge Rd, Rutherford NJ 07070
Robert Collins	280 Apple Ridge Rd, Franklin Lakes NJ 07417

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Gold Type Business Machines Inc

Signed: Vincent Cropanzano Title: CEO
 Print Name: Vincent Cropanzano Date: 11/05/13

Subscribed and sworn before me this 25 day of November, 2013 Monica K. Lewis
 My Commission expires: Monica K. Lewis
an Attorney-at-law of State
of New Jersey authorized
to administer this oath
pursuant to NJSA 41:2-1.

Vincent Cropanzano
 (Affiant)
 (Print name & title of affiant) (Corporate Seal)

VENDOR INFORMATION
(ATTACH COPY OF W9 FORM)

VENDOR NAME/ADDRESS: <i>Gold Type Business Machines Inc</i>		FEIN/SS# <i>72</i> <i>351 Peterson Ave. East Rutherford NJ 07073</i>
MAKE PO/VOUCHERS PAYABLE TO:		
CITY: <i>East Rutherford</i>	STATE: <i>NJ</i>	ZIP: <i>07073</i>
TEL #: <i>201-935-5090</i>	FAX #: <i>201-935-7002</i>	EMAIL: <i>VCRowen@GTBM.com</i>
MAKE CHECK/S PAYABLE TO: <i>Gold Type Business Machines Inc</i>		
<i>351 Peterson Ave</i>		
CITY: <i>East Rutherford</i>	STATE: <i>NJ</i>	ZIP: <i>07073</i>
TEL #: <i>201-935-5090</i>	FAX #: <i>201-935-7002</i>	EMAIL: <i>VCRowen@GTBM.com</i>
DESCRIPTION OF GOODS/SERVICES TO BE RENDERED: <i>Computer Hardware, Software maintenance</i>		CITY EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINORITY VENDOR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		REQUIRED FORM 1099? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
TYPE/CATEGORY:		
NON-PROFIT? <input type="checkbox"/> YES (include Non-Profit Certification) <input checked="" type="checkbox"/> NO		
VENDOR'S CONTACT/AUTHORIZED PERSON: <i>V. Rowen</i>		
EMAIL: <i>VCRowen@gtbm.com</i>		
SIGNATURE OF CONTACT/AUTHORIZED PERSON: <i>[Signature]</i>		
NAME & TITLE OF CITY EMPLOYEE REQUESTING VENDOR NUMBER		
SIGNATURE OF EMPLOYEE:		
PURCHASING DIVISION USE ONLY		
AUTHORIZED TO ISSUE VENDOR #		
NAME/TITLE/DATE		
ASSIGNED VENDOR #		

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

See Specific Instructions on page 2.
Print or type

Name <u>Gold-Tyler Business Mark, Inc.</u>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, apt. or suite no.) <u>331 East 1st St.</u>	Requester's name and address (optional)
City, state, and ZIP code <u>East Rochester, NY 07073</u>	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person <u>[Signature]</u>	Date <u>12/17/10</u>
-----------	---	----------------------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

CITY OF JERSEY CITY ss:

I certify that I am Vincent Crown CFO

Of the firm of Gold Type Business Machines Inc

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

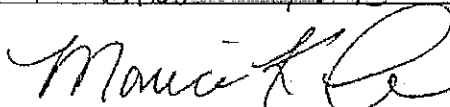
I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent) 

Print name Vincent Crown

SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY November 25, 2013

NOTARY PUBLIC OF 

MY COMMISSION EXPIRES: Monica K Leis

an Attorney-at-law ^{of NJ} authorized
to administer this oath
Pursuant to NJSA 41:2-1

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.284
Agenda No. 10.Z
Approved: APR 23 2014
TITLE:



RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO 50 STATES ENGINEERING, SURVEYING AND PLANNING, IN CONNECTION WITH A BOUNDARY & TOPOGRAPHIC SURVEY FOR THE PERSHING FIELD - PLAYGROUND IMPROVEMENTS, PROJECT NO. 2013-024 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) requires the services of a professional land surveyor to provide a topographic survey of Block 4802 - Lot 2, Pershing Field, Jersey City, New Jersey; and

WHEREAS, the City has solicited and received quotes from the following firms:

50 States Engineering, Surveying and Planning	\$19,880.00
EKA Associates, P.A.	\$21,750.00
Borbas Surveying and Mapping, LLC	\$28,300.00

WHEREAS, 50 States Engineering, Surveying and Planning (50 States), 85 Midtown Bridge Approach, Hackensack, New Jersey 07601 possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated January 16, 2014, which the Division of Architecture, Engineering and Traffic and Transportation considers reasonable; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A 20.4 et seq. (Pay to Play Law); and

WHEREAS, these services qualify as professional services exempt from public bidding under Local Public Contracts Law, N.J.S.A. 40A:11A-1 et seq.; and

WHEREAS, the City's Director of Architecture, Engineering and Traffic has determined and certified in writing that the value of the contract exceeds \$17,500.00; and

WHEREAS, 50 States has completed and submitted a Business entity Disclosure Certification which certified that 50 States has not made any reportable contributions to the political or candidate committee listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit 50 States from making any reportable contributions during the term of the contract; and

WHEREAS, 50 States has submitted a Chapter 271 Political Contribution Disclosure certification at least 10 days prior to the award of this contract; and

WHEREAS, 50 States have submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, 50 States agrees to provide these services for a sum not to exceed \$19,880.00 which funds are available in Capital Building Account 04-215-55-896-991; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

City Clerk File No. Res. 14.284Agenda No. 10.2 APR 23 2014

TITLE: **RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO 50 STATES ENGINEERING, SURVEYING AND PLANNING IN CONNECTION WITH A BOUNDARY AND TOPOGRAPHIC SURVEY FOR THE PERSHING FIELD - PLAYGROUND IMPROVEMENTS, PROJECT NO. 2013-024 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE.**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement in substantially the form of the attached with the firm of 50 States commencing on the date the contract is executed by City Officials.
2. The term of the contract is eight (8) weeks for a lump sum fee not to exceed NINETEEN THOUSAND EIGHT HUNDRED EIGHTY AND 00/100 DOLLARS (\$19,880.00).
3. This agreement is awarded without competitive bidding as a professional service agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
4. A copy of this Resolution be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Mauer (DONNA MAUER), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-896-991 for payment of the above Resolution.

March 26, 2014

ab

PO # 113170

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
for Corporation CounselCertification Required ☒Not Required ☐

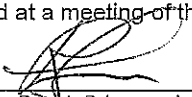
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO 50 STATES ENGINEERING, SURVEYING AND PLANNING, IN CONNECTION WITH A BOUNDARY & TOPOGRAPHIC SURVEY FOR THE PERSHING FIELD - PLAYGROUND IMPROVEMENTS, PROJECT NO. 2013-024 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

Project Manager

Department/Division	Public Works	Architecture, Engineering and Traffic
Name/Title	Brian F. Weller, L.L.A., A.S.L.A.	Director
Phone/email	(201) 547-5900	Wellerb@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The City of Jersey City is planning to renovate the playground at Pershing Field. There is a need for a Boundary and Topographic Survey of the perimeter of Pershing Field. The survey will include existing grades, location of existing road, trees (wooded areas) and other significant improvements and infrastructure currently existing on the specified portion of the 13.45 acres site.

Cost (Identify all sources and amounts)

\$19,880.00 (Capital)
04-215-55-896-991

Contract term (include all proposed renewals)

The term of this will be eight (8) weeks after award of the contract.

Type of award

If "Other Exception", enter type

Additional Information

Survey will enable architect and engineer to develop construction documents for renovation of a public park.

I certify that all the facts presented herein are accurate.


Signature of Department Director

4-3-14
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE : March 27, 2014

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director *BFW*

SUBJECT : Pershing Field - Playground Improvements
Project No. 2013-024
Re: Resolution for 50 States Engineering, Surveying and Planning

Attached for your consideration is a Resolution Authorizing award of a Professional Service Contract to 50 States Engineering, Surveying and Planning for Boundary and Topographic Survey at Pershing Field. The perimeter of the eastern portion of Pershing Field including the walking pathways, track, field and playground will be included in this survey. The survey will include existing grades, location of existing road, trees (wooded areas) and other significant improvements currently existing on the site for this portion of the 13.45 acre site.

Copy of their proposal and proposed PSA are attached for your review. If you have any questions, please feel free to call.

ab

DETERMINATION OF VALUE CERTIFICATION

Brian F. Weller, A.S.L.A., L.L.A., of full age, hereby certifies as follows:

1. I am the Director of the Division of Architecture, Engineering, Traffic and Transportation of the City of Jersey City and have knowledge of the services needed for the Department of Public Works, Division of Architecture.
2. The City of Jersey City requires the professional services of professional land surveyor, 50 States Engineering, Surveying and Planning (50 States).
3. The City received a quotation for services from 50 States, qualified consultant pursuant to N.J.S.A. 40A:11-1.
4. I recommend awarding this contract to 50 States.
5. The term of the contract eight (8) weeks as of the date of contract award.
6. The estimated amount of the contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 3.27.14



Brian F. Weller, A.S.L.A., L.L.A.,
Director

January 16, 2014

City of Jersey City
Department of Public Works
575 Route 440
Jersey City, NJ 07305

Attention: Brian F. Weller, L.L.A., Director

PROPOSAL:
Boundary and Topographic Survey
Pershing Field
Block 4802, Lot 2
City of Jersey City, New Jersey
Our File No. PR-14-920

Dear Mr. Weller,

Pursuant to your request, we are pleased to submit this proposal for the preparation of a Boundary and Topographic Survey of the above referenced site.

The following is our scope of work:

50 States Engineering will prepare the Boundary and Topographic Survey of the above referenced site encompassing an area of 13.45 acres. The survey will include existing grades, location of existing road, trees (wooded areas) and other significant improvements currently existing on the site. The map will be prepared in accordance with requirements included in your January 8, 2014 Request for Proposal (RFP).

The lump sum fee for the preparation of Boundary and Topographic Survey as detailed above will be.....\$19,880.00

The work will be scheduled immediately upon your authorization to proceed and will be completed within 4-6 weeks thereafter.

This proposal does not include the following work and fees:

1. Preparation of Site Plan.
2. Attendance at agencies meetings
3. Property Title fee (approximately \$500.00). If the City has Title documents they shall be provided to us.
4. Additional printing not included in the RFP (billed at cost x 1.15).
5. Additional survey work not included in the RFP.

We will be happy to quote you for any additional work not included in this proposal.

If additional work is required, we will invoice you on the basis of our hourly rated in effect at the time the work is performed. Our current rates are as follows:

Two-Man Survey Crew.....	\$220.00/hour
Licensed Surveyor/Professional Engineer/Project Manager.....	\$180.00/hour
Survey Analyst.....	\$135.00/hour
CAD Operator.....	\$90.00/hour

The above described work will be coordinated with your office and scheduled upon receipt of a signed copy of this proposal.

We wish to thank you for the opportunity of submitting this proposal. If you have any questions, please do not hesitate to call Andrija Batistic, P.L.S or me.

Very Truly Yours

50 STATES ENGINEERING, CORP.

Margita Batistic, P.E.

ACCEPTED BY

DATE

TERMS AND CONDITIONS:

Invoices are payable upon receipt unless otherwise agreed. A service charge of 1.5 percent (but not exceeding the maximum rate allowed by law) will be payable on any amount not paid within 30 days. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

Any additional work required beyond the intent of the original scope of services will not be performed unless agreed upon both owner/applicant and 50 States Engineering, Corp.



Environmental Site Mapping • Hazardous Materials and Waste Surveys
Aerial Control and GPS Surveys • Topographic and Existing Condition Surveys
Remote Sensing and GIS • Hydrographic/Bathymetric Surveys • ALTA/ACSM Certified Surveys
Transportation and Right of Way Surveys • Deformation and Structure Monitoring Surveys

Serving New Jersey, New York, Pennsylvania and Delaware

January 20, 2014

Brian F. Weller, LLA
Director, Division of Architecture, Engineering and Transportation
City of Jersey City
C/o Department of Public Works
575 Route 440
Jersey City, NJ 07302

Via fax to: 201 547 4803

Re: Pershing Field Playground Improvements

Dear Mr. Weller:

Borbas Surveying and Mapping, LLC, proposes to perform a survey of lands known as Pershing Field in accordance with your written request for proposal dated January 8, 2014. The area to be surveyed and mapped will include all of Lot 2 Block 4802 and extend to the far sides of the roadways of Summit Avenue, Manhattan Avenue, Central Avenue and Pershing Plaza (also known as Reservoir Avenue) an area of approximately 15.6 acres of land.

The survey will be prepared in accordance with title documents to be provided by the client and supplemented with limited research by Borbas. We require that the client supply us with any and all documents pertaining to the boundaries, easements and restrictions that they have in their possession. This includes, but is not limited to, the deeds for the subject property, maps, prior surveys, restrictions, easements and title commitments and abstracts. Borbas Surveying and Mapping, LLC will not be liable for boundary and title issues not known to us.

The topographic information will be geo-referenced to the Vertical Datum NAVD88. The horizontal datum will be the New Jersey State Plane Coordinate System NAD83. Datums will be established by differential GPS via the NGS COR System. Benchmarks and control points will be set for future reference.

A one half foot (0.5') contour interval map will be generated from a new ground survey.

Borbas Surveying and Mapping, LLC will map utilities based on surface evidence, documents provided by the City and documents that we are able to obtain from the applicable utility companies. As accessible and able, we will obtain sewer invert elevations and pipe sizes. It is assumed that the City of Jersey City will provide police assistance/presence when we open manholes and inlets in the traveling lanes of the adjoining roadways. Borbas will not be liable

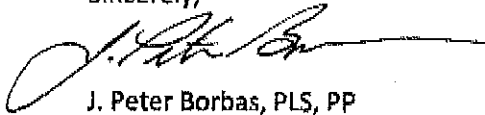
for unknown in-ground utilities and features. We will alert the Public Works Department regarding any inlet or catch basin that may be silt filled and in need of cleaning to be able to obtain invert elevations and pipe sizes.

Our lump sum fee for this survey will be \$28,300.

At this time we will be able to begin working on this survey within two days of receipt of authorization to proceed. We anticipate that the survey can be completed in less than four weeks. The delivery date of the completed survey will be dependant upon the weather. The stated fee assumes that the survey will be performed prior to the leaves coming out on the trees.

Please call me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Peter Borbas', with a long horizontal flourish extending to the right.

J. Peter Borbas, PLS, PP



328 Park Avenue
P.O. Box 208
Scotch Plains, NJ 07076

Phone: 908.322.2030
Fax: 908.322.0506

January 8, 2014

City of Jersey City
Bureau of Architecture
Division of Engineering
575 Route 440
Jersey City, NJ 07305

Attn: Brian F. Weller, L.L.A.

**Re: Request for Proposal
Boundary and Topographic Survey
Pershing Field Playground Improvements
Block 4802 Lot 2
Project No.: 2013-024**

Dear Mr. Weller,

EKA Associates is pleased to present this proposal to provide professional engineering and surveying services for the captioned project. We will provide the following:

Boundary Survey – A boundary survey will be made of each parcel based on the information provided by an independent researcher and supplemental information available from the City of Jersey City.

Topographic Survey – Contour intervals of six inches and appropriate spot shots will be shown on each site. The limit of the topographic information will be as requested in your outline dated February 4, 2010. The adjoining parcel information will be dependent on our field crew having access to the site.

Utility Information – EKA Associates will transpose information from record drawings provided by the City of Jersey City and utility companies with services in the contract area. This information can be put on the topographic map or on a separate screened copy, if you wish. At this time, we do not anticipate location and mapping of field mark outs by the appropriate utility companies. Inverts and pipe sizes will be measured at all storm and sanitary structures if it is physically possible. All line sizes and depth of mains will be based on information provided by the concerned utility. No test pits or field work to locate utility information is anticipated at this time.

Engineering • Surveying • Planning

To: Brian F. Weller, L.L.A.

Re: Pershing Field Playground Improvements, Project No.: 2013-024

Page 2

Legal Description – A description of the final boundary lines will be provided. This document will be signed and sealed by the professional preparing the boundary survey.

Topographic Information – The elevations shown on the topographic survey will be based on NGVD '88 and; a bench mark will be set on the site. The bench marks also will be shown on the final drawings.

Property Monumentation – Capped iron pins set at all accessible property corners. Intermediate points can be marked if needed. Swing ties will be provided as requested. We assume four (4) pins need to be set.

Survey Documentation – One copy of all deeds, field notes and a hard copy of all data collection will be provided. Duplicates of information provided for utility mapping shall be considered outside this scope of services. If this backup information is needed it can be provided at an additional charge.

Printing and Reproduction – As per your request for proposal, we will provide:

1. One original ink on Mylar drawing with an EKA Associates title block.
2. Five signed and sealed black-line white prints.
3. A DXF computer file on a CD will be provided after final approval of the plans.

Insurance Certificates – The required insurance certificates will be provided if the contract is awarded to EKA Associates.

Time Frame – The outlined work can be completed 10 (ten) days after complete deed and utility information is received.

Fee Schedule – The following outlines the fees if the project is awarded to EKA Associates:

Pershing Field Playground Improvements, Project No.: 2013-024	\$21,750.00
---	-------------

EXCLUSIONS AND RESTRICTIONS

1. Application fees to the Municipality or other regulatory agencies.
2. Research into riparian grants.

To: Brian F. Weller, L.L.A.

Re: Pershing Field Playground Improvements, Project No.: 2013-024

Page 3

3. Locations of existing utilities on or adjacent to the site, which are not apparent at the time the survey fieldwork is performed.
4. Changes or revisions beyond our control or changes in basic concept after work has been initiated.
5. Location of Wetlands Mark Out.
6. Utility company notification for mark out.
7. Location of utility markout.
8. Flood Boundary information.

ADDITIONAL CONDITIONS OF PROPOSAL

Not included in this proposal are services outside the scope specifically defined herein. Application fees to municipal or other regulatory agencies, Geotechnical Engineering and retaining wall design services not specifically outlined herein, design of off-site utilities, pump station design, involvement in E.C.R.A approval, construction stakeout, changes or revisions beyond our control or changes in basic concept after work has been initiated, traffic engineering services or preparation of a traffic study are excluded from this proposal. Deliveries, printing, and reproduction costs are excluded from this proposal and their costs will be added to each invoice and are part of the client's responsibility. The original drawings produced for this project are the property of EKA Associates. Unsigned duplicates can be obtained by the client at his expense.

Please note that if you have any comments or discrepancies relative to an invoice, they should be submitted in writing within fourteen (14) days by certified mail. Any account over thirty (30) days old will require a work stoppage on the project and a 1.5 percent per month service charge. The entire sum will be due when finished plans are presented for submission. If, at any time after work is initiated, the client wishes to cancel or delay the outlined project, all work performed to date will become due and payable immediately. The total due on any uncompleted phase, or any revisions that are not the result of an error or omission on our part, will be based on the schedule of hourly rates in effect at the time the work is done.

To: Brian F. Weller, L.L.A.

Re: Pershing Field Playground Improvements, Project No.: 2013-024

Page 4

In the event payment is not made according to the terms and conditions herein, and the matter should proceed to an attorney for collection, you shall be responsible for court costs and reasonable attorney fees. We also reserve the right to place a lien on the property if payment is not received within the requested time period.

In addition, by accepting this proposal, you also agree to notify EKA Associates in writing by certified mail of any back charges or claims due to alleged or apparent errors by this firm within 72 hours of your knowledge of same. Failure to do so shall be deemed to be an acceptance of the work as performed and our liability to you shall be limited to the fee for the specific item in question.

PAYMENT SCHEDULE

An invoice will be presented at the end of each phase. The entire sum will be due when finished plans are presented. If, at any time after work is initiated, the client wishes to cancel or delay the outlined project, all work performed to date will become due and payable immediately. Should you wish to utilize this letter as our agreement, please sign and return same to our office as your authorization to proceed. We appreciate the opportunity to submit this proposal and look forward to being of service to you.

Very truly yours,
EKA Associates, P.A.



James R. Watson, P.L.S., P.P.

ACCEPTED

DATE

Encl. Fee Schedule dated January 1, 2012

s:\EKA Word Doc\New Proposal\Survey\Jersey City Pershing Field 1-8-14.doc

AGREEMENT

Agreement made this day of 2014, between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and **50 STATES ENGINEERING, SURVEYING AND PLANNING, 85 MIDTOWN BRIDGE APPROACH, HACKENSACK, NEW JERSEY 07601** ("CONSULTANT").

WHEREAS, the City requires the services of a **professional land surveyor** in connection with the City's **Pershing Field - Playground Improvements**.

WHEREAS, Consultant has the skills and expertise necessary to undertake this project in matters relating to a boundary and topographic survey.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with professional **engineering** services in connection with **Pershing Field - Playground Improvements**.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional **Engineering** services in accordance with the Request for Proposal (RFP) prepared by the Division of Architecture dated **January 8, 2014** and the proposal prepared by the CONSULTANT dated **January 16, 2014**. The RFP and Proposal are attached hereto and incorporated herein by reference. The RFP and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of the RFP and the provisions of the Proposal, the provisions of the RFP shall govern over the provisions of the Proposal.

2. With the exception of Post-Occupancy Review Services, CONSULTANT services shall be performed during a period of **Four (4) to Six (6) weeks.**

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

ARTICLE III

Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining how the consulting services described in the Scope of Services are to be performed.

2. CONSULTANT shall perform the services to be furnished under this Agreement with a degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of professional services described in this Agreement will be on a monthly basis in accordance with the attached proposal dated **January 16, 2014** with a total cost not to exceed **Nineteen Thousand Eight Hundred Eighty (\$19,880.00) Dollars.**

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

ARTICLE V

Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Contract.

- A. **Comprehensive General Liability:** including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000) DOLLARS combined single limit for Bodily Injury and Property Damage Liability. The CITY OF JERSEY CITY, its agents, servants shall be named as additional insured.
- B. **Automobile Liability Coverage:** covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.
- C. **Workmen's Compensation Insurance:** benefit securing compensation for the benefit of the employees of the CONSULTANT in the sum of ONE HUNDRED THOUSAND (\$100,000) DOLLARS (Statutory).
- D. **Professional Liability Insurance:** covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000) DOLLARS limit of liability.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. All certificates, with the exception of the one for professional liability insurance, shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number **2013-024**.

3. The insurance policies described in this Article shall be kept in force for the period specified below:

- A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance shall be kept in force until submission of the CONSULTANT'S final invoice.
- B. Professional Liability Insurance should be kept in force until at least one (1) year after substantial completion of construction.

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both the CITY and the CONSULTANT.

ARTICLE VII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a **Bi-Monthly** basis a progress report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

1. **Termination:** CITY and CONSULTANT shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice. Upon receipt of a termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. **Suspension:** CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this Contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE IX

Mediation

1. Any disputes or claims arising out of this Agreement, or breach thereof shall be initially submitted to non-binding Mediation. Following issuance of a notice of claim, the Mediator shall be chosen by each party to the dispute providing the other party with three to five names of proposed mediators, within two weeks of the issuance of the Notice of Claim. The proposed mediators shall be retired New Jersey Judges, attorneys with construction litigation experience, licensed New Jersey Mediators, or licensed New Jersey Architects with mediation experience. Along with the names, each party shall provide to the other party biographical information regarding each of its proposed mediators and a statement as to whether there has been any professional or personal relationship between the proposed mediator and the party. If any of the same names appear on both lists, one of those individuals will serve as mediator. If there is no uniformity between the lists, and no agreement can be reached between the parties, each party shall have the opportunity to delete two mediators from the other party's list and the mediator shall be randomly selected from the remainder by a neutral party. The mediation shall occur within 90 days of the selection of the mediator.

2. Any disputes or claims arising out of this Agreement, or breach thereof, which are not resolved by way of mediation shall be submitted to Arbitration, before a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his/her award.

3. A demand for arbitration shall be in writing no later than five (5) business days after the conclusion of the mediation procedure set forth in Paragraph 1 of this section.

4. All costs related to the payment of the Mediator and Arbitrator shall be divided equally among the parties to the proceeding.

ARTICLE X

Nondiscrimination

In connection with the performance of work under this Contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI

Compliance with Equal Employment Opportunity/Affirmative

Action Plan

1. If the Contract Agreement exceeds \$21,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and Additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

3. Consultant shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or

- b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XII

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Consultant is required to read Americans With Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, resulting solely from negligent acts, errors, or omissions of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this Contract. Said agreement shall indemnify the CITY, and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XIV

ENTIRE AGREEMENT

1. This Agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement whether oral or written with respect to the subject matter thereof and has been induced by no representations, statement or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XV

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XVI

POLITICAL CONTRIBUTIONS PROHIBITION

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L.2004, c. 19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office to the City of Jersey City when the contract is awarded.

ARTICLE XVII

CHAPTER 271 POLITICAL CONTRIBUTION DISCLOSURE

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005,c271) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by
their duly authorized officers.

CITY OF JERSEY CITY

ATTEST

ROBERT KAKOLESKI
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

ATTEST:

50 STATES ENGINEERING, SURVEYING
AND PLANNING

BY: _____

APPROVED AS TO LEGAL FORM

RAYMOND REDDINGTON
Supervising Ass't. Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

PETER SORIERO
Risk Manager



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



MICHAEL RAZZOLI
DIRECTOR

January 8, 2014

Ms. Margita Batistic, P.E.
50 States Engineering
85 Midtown Bridge Approach
Hackensack, New Jersey 07601

SUBJECT: Pershing Field - Playground Improvements
Project No. 2013-024
Re: Topographical Survey for Block 4802, Lot 2

Dear Ms. Batistic:

The City of Jersey City is planning to redevelop the City park at the site listed above located within the City's limits. At this time, we require the services of a professional land surveyor to prepare a topographical survey accompanied by a written description of the site. We have attached a tax map indicating the location of the site along with the block and lot numbers. The survey shall include, but not be limited to the following information.

- * Tax Map Boundaries.
- * Mapping shall meet national Map Accuracy Standards and New Jersey Department of Transportation standards. All mapping shall be performed utilizing the New Jersey State Plane Coordinate system (feet).
- * The mapping shall be prepared at a construction scale of 1:240 (1"=20'). If aerial photography is utilized in preparing the mapping, it shall be new photographs at a scale of 1:2400.
- * Ground control for all mapping shall be tied to the New Jersey State Plane Coordinate system based on North American Datum of 1983 (AND 83) and the North American Vertical Datum of 1988 (NAVD 88).

(Continued on page two)

- * Topographic features including contours at intervals of six (6) inches. All topographic symbols and conventions used shall conform to those of the United States Geological Survey. The survey shall show state plane coordinates for all property corners. The reference monuments upon which the state plane coordinates have been based shall be noted on the drawings. Survey shall include all the aforementioned information within the confines of the site and include a minimum of fifty (50) feet beyond all boundaries. At intersecting streets, the mapping shall extend a minimum of fifty (50) feet from the curb on both sides of the main street. Spot elevations shall be provided at a maximum of every twenty (20) feet at unique topographic features (curb top and bottoms and back of sidewalk locations, at the entire street frontage and fifty (50) feet adjacent, walls, top and bottom of slopes, etc.)
- * Type and size of all utilities on and off site, above and below ground including manhole and catch basin rim, grate and invert elevations, and verification of pipe sizes. Utility poles, water valves, gas valves, electric manholes, telephone manholes, fiber optic manholes, fire hydrants, mail boxes, parking meters, cellar doors and curb ramps shall also be indicated. Make every attempt possible to provide all information related to each utility by contacting the utility company/agency, review all documents, field verification, etc.
- * Right-of-way lines and/or easements shall be shown.
- * All improvements on the site and in the immediate vicinity such as structures, streets, roads, curbs, sidewalks, trees (species and caliper), benches, play structures, etc.
- * Rock outcrops.
- * The survey shall show the States Plan Coordinates of the monuments and markers found.

All information developed as part of this work shall be copied and given to the Division of Architecture including but not be limited to drawings, field notes, reports, legal descriptions, etc.

The consultant shall provide one original ink on mylar sheet and five sets of prints all signed and sealed by a land surveyor licensed in the State of New Jersey responsible for the work. The consultant shall also provide a AutoCAD computer file (DWG format) on a CD-ROM. Construction scale shall be 1:240.

Attached is a standard agreement with a list of insurance requirements which the consultant shall purchase and maintain during the project term. Insurance certificates will be required in order to execute the agreement. Please review the requirements carefully.

The survey work shall commence immediately after the contract is awarded. Timely completion is imperative for the City. Please indicate your time frame on your proposal as this will be one of the criteria used in evaluating the responses.

(Continued on page three)

If you are interested in the above work, kindly submit a written proposal addressed to me, however, provide a cover letter addressed and faxed to Brian F. Weller, Director, Division of Architecture, Engineering, Traffic and Transportation, 575 Route 440, Second Floor, Jersey City, New Jersey 07305, his fax number is (201) 547-5806, by 3:00 P.M., **Tuesday, January 21, 2014. Provide a lump sum cost and time frame for the work.** Award will be based on the ability to complete the work quickly at a competitive cost.

I look forward to hearing from you.

Sincerely,



BRIAN F. WELLER, L.L.A.
Director

Enclosures (Tax Map/Sample Agreement/EEO Requirements)
ab

c: Michael Razzoli, Director, Department of Public Works
James Madden, Deputy Director, Department of Public Works

MANHATTAN AVENUE

POGGI BALL COURT 1 ROOF

BALL
COURTS

BALL FIELDS
& TRACK

ADDITION TO POOL BLDG.

CHITTY
BLDG.

ICE RINK
BLDG.

POOL
BLDG.

ENTRY
BUILDING
BLDG.

N 62° 11' 30" W

227.51

PERSHING PLAZA

SUMMIT AVENUE

CENTRAL AVENUE

SEE SHEET 56

SEE SHEET 55

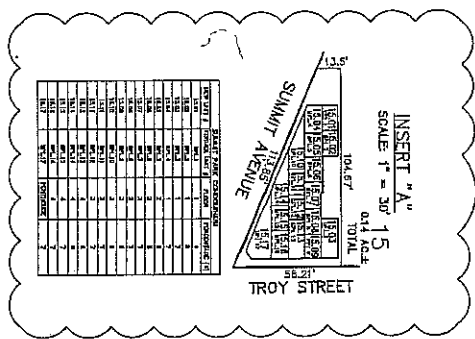
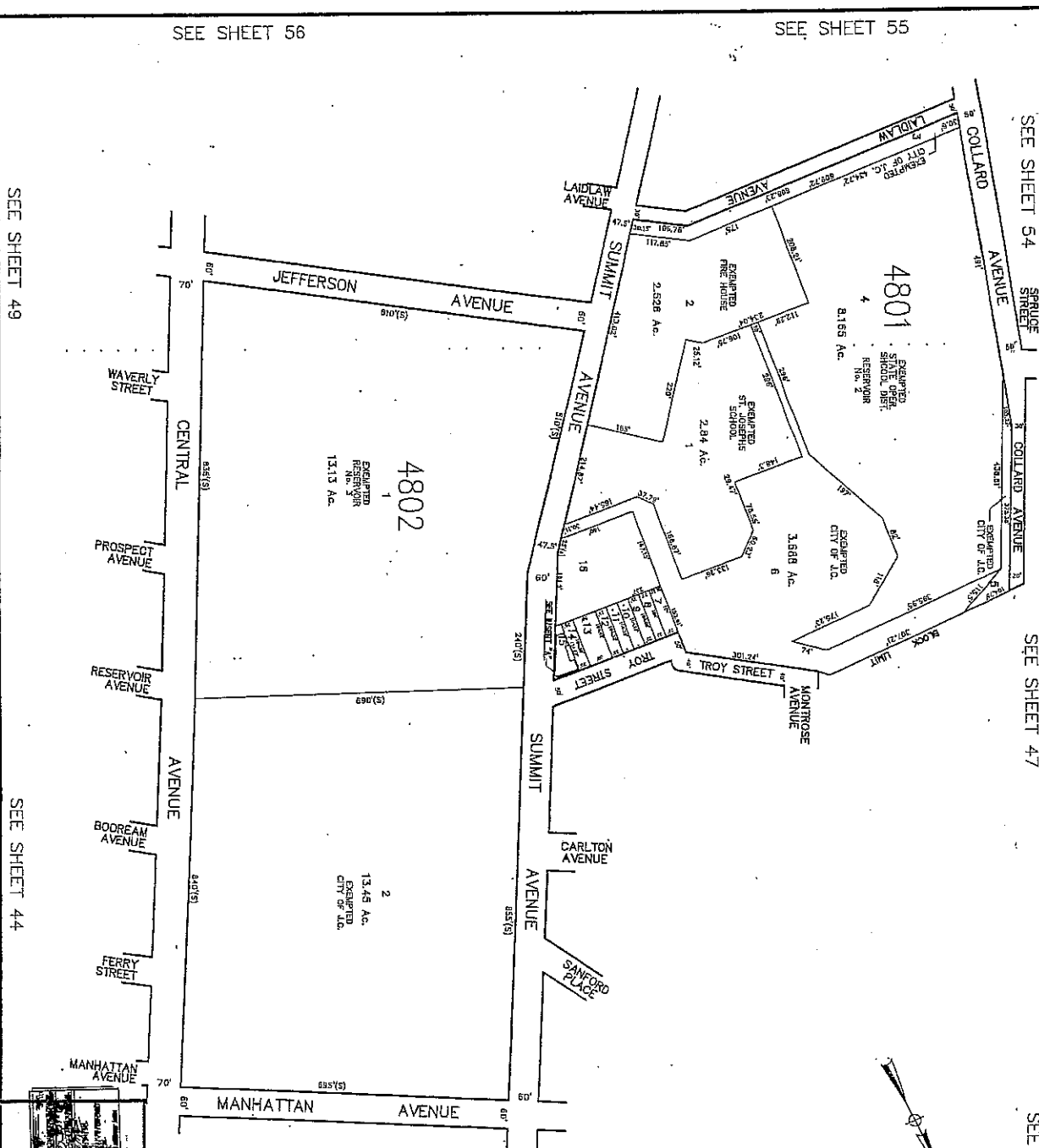
SEE SHEET 49

SEE SHEET 44

SEE SHEET 54

SEE SHEET 47

SEE SHEET 43



REVISIONS		
DATE	BY	REVISION

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 100'
RICHARD A. MORALLE, P.E., P.L.S.
T & M ASSOCIATES
11 TINDALL ROAD, MIDDLETOWN
NEW JERSEY 07748



SEE SHEET 37

January 16, 2014

City of Jersey City
Department of Public Works
575 Route 440
Jersey City, NJ 07305

Attention: Brian F. Weller, L.L.A., Director

RE: Boundary and Topographic Survey
Pershing Field
Block 4802, Lot 2
City of Jersey City, New Jersey
Our File No. PR-14-920

RECEIVED
2014 JAN 24 AM 8:05
DIVISION OF ARCHITECTURE

Dear Mr. Weller,

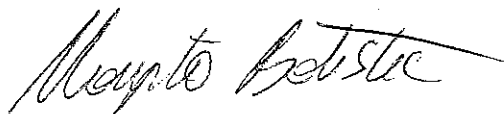
Enclosed herewith please find our proposal for the preparation of Boundary and Topographic Survey for the above referenced property.

50 States Engineering, Corp. is WBE/DBE certified company specialized in land development surveying, engineering and planning services. We have been involved in numerous projects in Jersey City. Some of the projects include: Van Wagenen Apple Tree House, various projects in Newport including 14th Street Park, Laguna Building, Aquablue Building, Westin and Marriott hotels etc.

Thank you for contacting our company for this project.

Very truly yours,

50 STATES ENGINEERING, CORP.



Margita Batistic, P.E.

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that 50 STATES ENGINEERING, CORP. (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract 50 STATES ENGINEERING, CORP. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: 50 STATES ENGINEERING CORP.

Signed Margita Batistic Title: PRESIDENT

Print Name MARGITA BATISTIC Date: 3-17-2014

Subscribed and sworn before me
this 17th day of March, 2014.

My Commission expires: _____
(Affiant)
DENA M. JEWELL Acct. Assl.
(Print name & title of affiant) (Corporate Seal)

DENA M. JEWELL
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2418276
My Commission Expires 3/8/2017

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
MARGITA BATISTIC	140 PHELPS AVE, CRESSKILL, NJ 07626
ANDRIJA BATISTIC	140 PHELPS AVE, CRESSKILL, NJ 07626
JULIANA LEZAJA	9 BOGERT RD., RIVER EDGE, NJ 07661
EUGENIJ LEZAJA	40 ROLLING VIEWS DR., WOODLAND PK, NJ 07424

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: 50 STATES ENGINEERING, CORP.

Signed: Margita Batistic

Title: PRESIDENT

Print Name: MARGITA BATISTIC

Date: 3-17-2014

Subscribed and sworn before me this 17th day of MARCH, 2014

My Commission expires:

DENA M. JEWELL

NOTARY PUBLIC OF NEW JERSEY

I.D. # 2418276

My Commission Expires 3/8/2017

Dena Jewell (Affiant)
Dena Jewell Acc Assl
(Print name & title of affiant) (Corporate Seal)

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jean F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547- 4533
Fax# 201-547-5088
E-mail Address: abuanJ@jcnj.org

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☒ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: MARGITA BATISTIC Home Address: 140 PHELPS AVENUE CRESSKILL, NJ 07626	Name: ANDRIJA BATISTIC Home Address: 140 PHELPS AVENUE CRESSKILL, NJ 07626
Name: JULIANA LEZAJA Home Address: 9 BOGERT RD. RIVER EDGE, NJ 07661	Name: EUGENIJ LEZAJA Home Address: 40 ROLLING VIEWS DR. WOODLAND PARK, NJ 07424
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this <u>26th</u> day of <u>March</u> , 20 <u>14</u> (Notary Public) My Commission expires: <u> </u>	<u>Margita Batistic</u> (Affiant) <u>MARGITA BATISTIC, PRESIDENT</u> (Print name & title of affiant) (Corporate Seal)
---	---

DENA M. JEWELL
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2418276
My Commission Expires 3/8/2017

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): MARGITA BATISTIC

Representative's Signature: Margita Batistic

Name of Company: 50 STATES ENGINEERING, CORP.

Tel. No.: 201-871-2065 Date: 3-17-2014

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: MARGITA BATISTIC, PRESIDENT
Representative's Signature: Margita Batistic
Name of Company: 50 STATES ENGINEERING, CORP.
Tel. No.: 201-507-8283 Date: 3-17-2014

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : 50 STATES ENGINEERING, CORP.
Address : 140 PHELPS AVE, CRESSKILL, NJ 07626
Telephone No. : (201)-507-8283
Contact Name : MARGITA BATISTIC

Please check applicable category :

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input checked="" type="checkbox"/> Woman Owned business (WBE)	<input type="checkbox"/> Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION 8, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 22
4. COMPANY NAME 50 STATES ENGINEERING, CORP.		
5. STREET 140 PHELPS AVENUE	CITY CRESSKILL B.	STATE NJ
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) NONE		ZIP CODE 07626
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY	COUNTY	STATE
		ZIP CODE

Official Use Only	DATE RECEIVED	IN AUG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1- TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers	2								1				1
Professionals	2							2					
Technicians	16			1	3			12					
Sales Workers													
Office & Clerical	1												1
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL	21			1	3			14	1				2
Total employment from previous report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	1												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input checked="" type="checkbox"/> 3. Other (Specify) PERSONAL KNOWLEDGE	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 03/09/2014 To: 03/15/2014		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) MARGITA BATISTIC	SIGNATURE <i>Margita Batistic</i>	TITLE PRESIDENT	DATE MO DAY YEAR 03 17 2014
17. ADDRESS NO. & STREET 140 PHELPS AVE	CITY CRESSKILL	COUNTY BERGEN	STATE NJ
ZIP CODE 07626		PHONE (AREA CODE, NO., EXTENSION) 201 - 507 - 8283	

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

50 STATES ENGINEERING, CORP.

TRADE NAME:

ADDRESS:

140 PHELPS AVENUE
CRESSKILL NJ 07626

SEQUENCE NUMBER:

1311859

EFFECTIVE DATE:

02/05/07

ISSUANCE DATE:

05/22/07

James J. Fusco

Acting Director
New Jersey Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certificate Number

662230

Registration Date: 02/21/2014
Expiration Date: 02/20/2015



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

50 States Engineering Corp.
2014

Responsible Representative(s):

Responsible Representative(s):

Margita Batistic, President

Eugenij Lezaja, Partner

Andrija Batistic, Partner

Juliana Lezaja, CEO

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

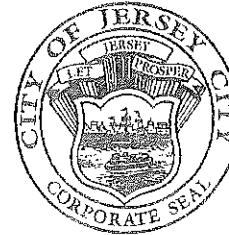
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.285

Agenda No. 10.Z.1

Approved: APR 23 2014

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE JERSEY CITY SUMMER FOOD PROGRAM GRANT FOR CALENDAR YEAR 2014

COUNCIL AS A WHOLE, OFFERED AN MOVED ADOPTION
of the following Resolution:

WHEREAS, the City of Jersey City (City) is desirous of entering into contract with the U.S Department of Agriculture Summer Food Program to provides free, nutritious meals to help children in low-income areas get the nutrition they need

WHEREAS, the City further recognizes that it is incumbent upon not only public officials but upon the entire community proved nutritious meals to help children in low-income areas

WHEREAS, this grant is for the period of June 30, 2014 thru August 15, 2014 in the amount of \$870,617.42; and

WHEREAS, this grant agreement may be renewed and/or extended on a yearly basis, contingent on funding from U.S. Department of Agriculture which administers SFSP at the federal level

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor and/or Business Administrator is authorized to submit an application for the City of Jersey City Summer Food Program Grant for calendar year 2014 in the amount of \$870,617.42.
2. The Mayor and/or Business Administrator acknowledge the terms and conditions for administering the Summer Food Program Grant, including the administrative compliance and audit.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE JERSEY CITY
SUMMER FOOD PROGRAM GRANT FOR CALENDAR YEAR 2014**

Initiator

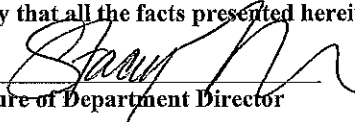
Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey Flanagan	Director
Phone/email	(201) 547-6800	sflanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Resolution authorizes the Department of Health and Human Services to apply for a grant from the US Department of Agriculture through the State of New Jersey to provide a summer food program for low income children throughout Jersey City.

I certify that all the facts presented herein are accurate.


Signature of Department Director

4/14/14
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.286
Agenda No. 10.7.2
Approved: APR 23 2014



TITLE: RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO
ENTER INTO AN AGREEMENT INDEMNIFICATION WITH MORRIS COUNTY AND
AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE

COUNCIL AS A WHOLE, offered and moved adoption of the following Resolution:

WHEREAS, the Jersey City Department of Public Safety/Division of Fire is in need of basic training for the new class of probationary fire fighters,

WHEREAS, the Morris County Public Safety Academy has the facilities to satisfy this training need; and

WHEREAS, Morris County requires indemnification and letter of insurance from the City, and Morris County requires the applicant to produce and continue in force for the term identified on the permit comprehensive general liability insurance with limits of \$1,000,000 combined single limit. The policy must include Morris County as an additional insured; and

WHEREAS, the City of Jersey City will use the Morris County Public Safety Academy beginning May 5, 2014 through July 14, 2014; and

WHEREAS, the agreement will specify the City's responsibilities to the owners of the facilities, including an indemnification and hold harmless clause in which the owner cannot be held liable for injuries received by participants in these programs for damage to the facilities, so

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor and/or Business Administrator be authorized to execute an agreement hereto indemnifying Morris County for the use of their facilities by the Department of Public Safety/Division of Fire for training exercise which will be an on-going process.
2. The Risk Manager is authorized to issue a Letter of Insurance to Morris County to cover these activities.
3. The Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

APPROVED: Jerome Cala
Jerome Cala, Assistant Director
Department of Public Safety

APPROVED: _____

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY TO ENTER INTO AN AGREEMENT
IDEMNIFICATION WITH MORRIS COUNTY AND AUTHORIZING THE RISK MANAGER TO ISSUE
A LETTER OF INSURANCE

Initiator

Department/Division	Department of Public Safety	Division of Fire
Name/Title	Jerome Cala	Assistant Director of Public Safety
Phone/email	201-547-4239	jcala@njjcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Morris County requires indemnification and a letter of insurance from the City. Morris County requires the applicant to produce and continue in force for the term identified on the permit, comprehensive general liability insurance with limits of \$1,000,000 combined single limit. The policy must include Morris as an additional insured.

I certify that all the facts presented herein are accurate.

Jerome Cala
Signature of Department Director

4/15/14
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.287
Agenda No. 10.Z.3
Approved: APR 23 2014



TITLE: **RESOLUTION AUTHORIZING AN AGREEMENT WITH MORRIS COUNTY TO PERMIT JERSEY CITY PROBATIONARY FIRE FIGHTERS TO ATTEND THE MORRIS COUNTY PUBLIC SAFETY ACADEMY**

COUNCIL AS A WHOLE, offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (City) is hiring new Fire Fighters on May 5, 2014, and

WHEREAS, it is necessary for the new Fire Fighters to attend a training academy certified by the State of New Jersey, and

WHEREAS, Morris County, a County of the State of New Jersey operates a State certified training academy; and

WHEREAS, Morris County agreed to permit the new Jersey City Probationary Fire Fighters to attend its academy; and

WHEREAS, the cost of training a probationary fire fighter is twelve hundred dollars (1,200.00) per fire fighter, and

WHEREAS, the number of fire fighters shall not exceed a maximum of thirty-five (35) for a total amount of forty two thousand (\$42,000) dollars, and

WHEREAS, the training shall commence on May 5, 2014 and continue until July 14, 2014, and

WHEREAS, the N.J.S.A. 40A:11-5(2) authorizes agreements between government agencies without public advertising; and

WHEREAS, funds in the amount of \$42,000.00 are available in Account No. 17-293-56-000-031, and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The above recitals are incorporated herein by reference;
2. The Mayor and/or Business Administrator be authorized to sign an agreement with Morris County in substantially the form of the attached permitting 35 Jersey City Fire Fighters to attend the Morris County Public Safety Academy from May 5, 2014 to July 15, 2014.
3. The Purchasing Agent is authorized to take such other actions necessary and appropriate to accomplish the purposes of this resolution.

I, Donna Mauer (Donna Mauer), Chief Financial Officer certify that funds in the amount of \$42,000.00 are available in Account No. 17-293-56-000-031. PO 113338

APPROVED: Jerome Caba
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

CITY OF JERSEY CITY1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Requisition #

0165925

Assigned PO #

Requisition**Vendor**
MORRIS CO. FIREFIGHTERS/
POLICE TRAINING ACADEMY
PO. BOX 900
MORRISTOWN NJ 07963
MO377845**Dept. Bill To**
FIRE HEADQUARTERS
465 MARIN BLVD.
JERSEY CITY NJ 07302**Dept. Ship To**
FIRE HEADQUARTERS
465 MARIN BLVD.
JERSEY CITY NJ 07302**Contact Info**
Janis
0000004898

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SER	TRAINING	17-293-56-000-031	42,000.00	42,000.00

FOR PROBATIONARY FIREFIGHTERS TO
ATTEND THE MORRIS COUNTY TRAINING FACILITY
A STATE OF NJ CERTIFIED TRAINING ACADEMY

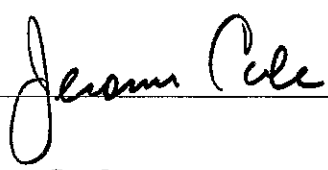
35 PROBATIONARY FIREFIGHTERS @ \$1200.00 each

Requisition Total 42,000.00

Req. Date: 04/10/2014

Requested By: JANIS

Buyer Id:

Approved By: **This Is Not A Purchase Order**

COUNTY OF MORRIS
DEPARTMENT OF LAW & PUBLIC SAFETY
PUBLIC SAFETY TRAINING ACADEMY

Board of Chosen Freeholders

Director

Thomas J. Mastrangelo

Deputy Director

David Scapicchio

Douglas R. Cabana

John Cesaro

Kathryn A. DeFillippo

John Krickus

Hank Lyon

P.O. Box 900

Morristown, New Jersey 07963-0900

County Administrator

John Bonanni

Director of Law & Public Safety

Scott DiGiralomo

Academy Director

Daniel H. Colucci



973-285-2979

Fax 973-285-2971

April 15, 2014

Chief Anthony Dellarosa
Jersey City Fire Department
465 Marin Boulevard
Jersey City, NJ 07302

Dear Chief Dellarosa:

The Morris County Public Safety Training Academy will provide both Fire Fighter 1 and Fire Fighter 2 training as follows:

Fire Fighter 1 will cover the following:

- New Jersey State curriculum – Pro Board Certification
- Bloodborne Pathogens
- Confined Space Awareness
- WMD/CBRNE Awareness
- Haz Mat Awareness
- Haz Mat Operations
- ICS – I-100
- ICS I-700
- Worker Right-to-Know
- Hazard Communication
- Mid-term written and practical material
- Written and final examination

Academy Offices located at 500 West Hanover Avenue, Parsippany, NJ
www.morrisacademy.org

Chief Dellarosa
April 15, 2014
Page 2

Fire Fighter 2 training will cover the following:

- New Jersey State curriculum – Pro Board Certification
- ICS I-200
- WMD/CBRNE Operations
- Rapid Intervention Crew
- Safety and Survival
- Technical Rescue (Confined Space)
- Harness Use
- Practice exercises
- Driver Simulator training and practical driving course
- Classroom sessions
- Written final examination

The cost for conducting the Fire Fighter 1 and Fire Fighter 2 courses is \$1,200 per student.

A one day First Aid/CPR course will be conducted for the entire class by Atlantic Training Center at a cost of \$750 which includes the fee for CPR cards. Atlantic Training Center will bill you separately for this course.

If you have any questions, please give me a call at 973-285-2944.

Very truly yours,



LOUIS PEPE
Fire Training Coordinator

:rg

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH MORRIS COUNTY TO PERMIT JERMIT JERSEY CITY PROBATIONARY FIRE FIGHTERS TO ATTEND THE MORRIS COUNTY PUBLIC SAFETY ACADEMY

Project Manager

Department/Division	Department of Public Safety	Division of Fire
Name/Title	Jerome Cala	Assistant Director of Public Safety
Phone/email	201-547-4239	jcala@njcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

It is required by law for the new Firefighters to attend a training academy certified by the State of New Jersey. Morris Co. Firefighters/Police Training Academy is a State of New Jersey certified training academy.

Cost (Identify all sources and amounts)

\$42,000 Reserve for Penalties

Contract term (include all proposed renewals)

10 weeks

Type of award

Professional services

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

4/15/14
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.288

Agenda No. 10.Z.4

Approved: APR 23 2014

TITLE:

RESOLUTION AUTHORIZING THE SETTLEMENT OF THE SUIT OF CECILIA DEMKO V. CITY OF JERSEY CITY, ET AL.



COUNCIL
following Resolution:

offered and moved adoption of the

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

WHEREAS, Cecilia Demko having filed suit against the City of Jersey City, et al. in United States District Court, Civil Case No. 2:12-cv-3481 and

WHEREAS, the Complaint alleges that plaintiff sustained a permanent loss of a bodily function that is substantial due to a dangerous condition on public property of which the City of Jersey City had notice; and

WHEREAS, the Corporation Counsel has recommended a settlement in the amount of \$15,000 because of the litigation risk involved; and


WHEREAS, plaintiff has agreed to this settlement and will sign all required releases and stipulation of dismissal; and

WHEREAS, the necessary funds for this settlement are available in the City of Jersey City Insurance Fund Commission Accounts.

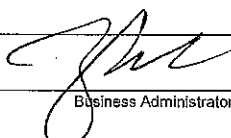
NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Corporation Counsel be authorized to settle this lawsuit for \$15,000.00.
2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of \$15,000.00 payable to plaintiff and her attorney.

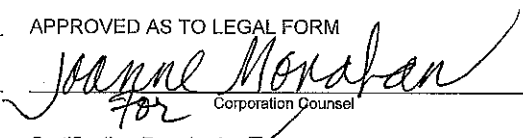
I hereby certify that funds for this expenditure are available in the City of Jersey City Insurance Fund Commission Accounts.


Peter Soriero, Risk Manager

APPROVED: 

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Joanne Morahan
Corporation Counsel

Certification Required ☒

Not Required ☐

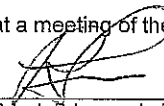
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - NON CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council Consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE SETTLEMENT OF THE SUIT OF CECILIA DEMKO V. CITY OF JERSEY CITY

Initiator

Department/Division	Law Department	Law Department
Name/Title	Stevie D. Chambers	Assistant Corporation Counsel
Phone/email	(201) 547-4908	SChambers@jcnj.org

Note: Initiator must be available by phone during the agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To settle the above-referenced lawsuit for \$15,000.00

I certify that all the facts presented herein are accurate

Signature of Department Director

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 14.289

Agenda No. _____ 10.Z.5

Approved: _____ APR 23 2014

TITLE:

RESOLUTION AUTHORIZING THE SETTLEMENT OF THE SUIT OF THE ESTATE OF MARTINA BROWN V. CITY OF JERSEY CITY, ET AL.



COUNCIL
following Resolution:

offered and moved adoption of the

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

WHEREAS, the Estate of Martina Brown ("plaintiff") having filed suit against the City of Jersey City, et al. in United States District Court, Civil Case No. 2:11-cv-4030; and

WHEREAS, the Complaint alleges that the decedent's civil rights were violated by the members of Jersey City police department; and

WHEREAS, the Corporation Counsel has recommended a settlement in the amount of \$500,000 because of the litigation risk involved; and


WHEREAS, plaintiff has agreed to this settlement and will sign all required releases and stipulation of dismissal; and

WHEREAS, the necessary funds for this settlement are available in the City of Jersey City Insurance Fund Commission Accounts.

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Corporation Counsel be authorized to settle this lawsuit for \$500,000.00.
2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of \$500,000.00 payable to plaintiff and her attorney.

I hereby certify that funds for this expenditure are available in the City of Jersey City Insurance Fund Commission Accounts.


Peter Soriero, Risk Manager

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM


Joanne Monahan
Corporation Counsel

Certification Required ☒

Not Required ☐


APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - NON CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council Consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE SETTLEMENT OF THE SUIT OF THE ESTATE OF MARTINA BROWN V. CITY OF JERSEY CITY

Initiator

Department/Division	Law Department	Law Department
Name/Title	Michael Dougherty	Assistant Corporation Counsel
Phone/email	(201) 547-4810	MDougherty@jenj.org

Note: Initiator must be available by phone during the agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To settle the above-referenced lawsuit for \$500,000.00.

I certify that all the facts presented herein are accurate

Signature of Department Director

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.290

Agenda No. 10.Z.6

Approved: APR 23 2014

TITLE:



RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND NJ BIKESHARE LLC FOR THE FINANCING, IMPLEMENTATION, MANAGEMENT AND OPERATION OF A BIKE SHARING SYSTEM

WHEREAS, The City of Jersey City, the City of Hoboken, and the Township of Weehawken (The Cities) have expressed an interest in contracting to develop a bicycle sharing program for use and enjoyment in the areas of each City; and

WHEREAS, The Cities mobility, sustainability, health, economic, and social goals support policies that will help bicycling become a more viable alternative mode of transportation, to connect to transit, and for recreation, including providing safe, convenient, and adequate short-term and long-term bicycle parking facilities and other bicycle amenities for employment, retail, multifamily housing, schools and colleges, and transit facility uses; providing bicycle facilities and amenities to help reduce the number of vehicle trips; and investigating the potential for bike sharing stations/programs in medium/higher density areas; and

WHEREAS, bike sharing programs tend to provide affordable access to bicycles for short-distance trips in urban areas, to provide an alternative to motorized public transportation or private vehicles, to help reduce traffic congestion, parking congestion, noise, and air pollution, to connect users to public transit networks, to address some of the primary disadvantages to bicycle ownership such as loss from theft or vandalism, lack of parking or storage, and maintenance, and are a favorable amenity for visitors; and

WHEREAS, Numerous studies have found that bike sharing results in fewer vehicle miles traveled, reduces greenhouse gas emissions, and creates green jobs related to system management and maintenance; and

WHEREAS, BTS is interested in working with The Cities to develop a bike sharing program (Program) based upon the goals described in the RFP for these services, which RFP is attached hereto and incorporated herein by reference; and

WHEREAS, The Cities hereby agrees to make all reasonable and legally justifiable efforts to assist BTS to secure and procure all governmental approvals, permits, authorizations, filings and any other required governmental consent; and

WHEREAS, absent this Agreement, The Cities would otherwise be responsible for providing all necessary funding for the creation, implementation and operation of the Program; and

WHEREAS, BTS will provide funding and management oversight for the Program pursuant to the terms of this Agreement and has engaged a team of professionals that specialize in the design, development, manufacture and operation of public bike sharing programs and systems for municipalities and other entities and currently operates bike sharing systems in various municipalities; and

WHEREAS, BTS submitted a proposal which demonstrates both its interest and ability to fund the program, and which has contracted with a qualified and experienced team to implement, manage and operate a bike sharing system within The Cities, which proposal is attached hereto and incorporated herein by reference; and

WHEREAS, The Cities has determined that BTS's proposal meets the objectives of and is otherwise in the best interest of The Cities;

City Clerk File No. Res. 14.290
 Agenda No. 10.Z.6 APR 23 2014

TITLE:

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. Pursuant to N.J.S.A. 40A:11-4.1 et seq., a concession contract to construct, maintain, and operate a regional bike sharing system with advertising space at various locations in Jersey City, Hoboken, and Weehawken is awarded to Bike the Skyline, Inc.;

2. The concession contract is awarded at no cost to Jersey City for a term of five (5) years commencing on the Launch Date

4. The contract is awarded as an open-end contract with a requirement that Bike the Skyline install a number of bikeshare stations and bikes equal to or greater than the minimums in the RFP document.

5. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached;

6. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award;

7. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection; and

8. The award of this contract shall be subject to the condition that Bike the Skyline provides satisfactory evidence of compliance with the Affirmative Action Amendments to Law against Discrimination, N.J.S.A. 10:5-31 et seq.

BE IT FURTHER RESOLVED, the commission structure of the contract shall be as follows: there shall be a continuous calculation of the number of bikes in each city compared to the total number of bikes provided under the agreement, which shall be defined as each municipality's "bike percentage"; and, the profit share from Bike the Skyline's profits is divided amongst the three cities based on each municipality's bike percentage for the applicable period; and, there shall be no expense requirements under this contract on the part of any of the municipalities; and

BE IT FURTHER RESOLVED, the contract shall refer to and include by reference the RFP and **Bike the Skyline's** responses, as well as the underlying shared service agreement between Jersey City, Weehawken and Hoboken, for purposes of describing the terms and obligation of the agreement with regards to scope of work.

RR
4-17-14

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☒

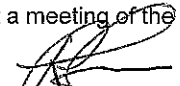
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND NJ
BIKESHARE LLC FOR THE FINANCING, IMPLEMENTATION, MANAGEMENT AND
OPERATION OF A BIKE SHARING SYSTEM**

Project Manager

Department/Division	Mayor's Office	
Name/Title	Domenick Bauer	Aide to the Mayor
Phone/email	862-368-6900	dbauer@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To detail the specific obligation and terms of a concession contract between the City and Bike the Skyline, in with Bike the Skyline will provide a Bike Share system.

Cost (Identify all sources and amounts)

None

Contract term (include all proposed renewals)

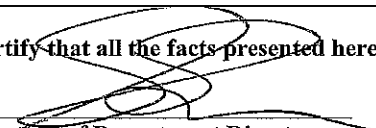
4/20-2014-4/20/2019

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

4/17/2014
Date

**WEEHAWKEN-HOBOKEN-JERSEY CITY BIKE SHARE
PARTNERSHIP PROGRAM**

AGREEMENT

BETWEEN

**THE CITY OF HOBOKEN, THE CITY OF JERSEY CITY,
AND THE TOWNSHIP OF WEEHAWKEN**

AND

NJ BIKESHARE LLC (dba BIKE THE SKYLINE)

FOR

**THE FINANCING, IMPLEMENTATION, MANAGEMENT, OPERATION AND
MARKETING OF A BIKE SHARING SYSTEM**

AGREEMENT
BETWEEN THE CITY OF HOBOKEN, THE CITY OF JERSEY CITY AND THE
TOWNSHIP OF WEEHAWKEN AND NJ BIKESHARE LLC
FOR THE FINANCING, IMPLEMENTATION, MANAGEMENT AND OPERATION
OF A BIKE SHARING SYSTEM

This Agreement (Agreement), effective upon execution by authorized representatives of all parties (Effective Date), is made and entered into by and between the City of Jersey City, the City of and Hoboken and the Township of Weehawken, (The Cities), New Jersey municipal corporations with 280 Grove Street Jersey City, New Jersey 07302 for the City of Jersey City, and 94 Washington Street, Hoboken, New Jersey 07030 for the City of Hoboken and 400 Park Avenue, Weehawken, NJ 07086 for the Township of Weehawken serving as the place of business for this agreement, and NJ Bikeshare LLC (dba Bike the Skyline) (BTS), a New Jersey corporation with its principal office located at 123 Town Square Place, Jersey City, NJ 07310 (collectively, the Parties).

WHEREAS, The Cities have expressed an interest in contracting to develop a bicycle sharing program for use and enjoyment in the areas of each City; and

WHEREAS, The Cities mobility, sustainability, health, economic, and social goals support policies that will help bicycling become a more viable alternative mode of transportation, to connect to transit, and for recreation, including providing safe, convenient, and adequate short-term and long-term bicycle parking facilities and other bicycle amenities for employment, retail, multifamily housing, schools and colleges, and transit facility uses; providing bicycle facilities and amenities to help reduce the number of vehicle trips; and investigating the potential for bike sharing stations/programs in medium/higher density areas; and

WHEREAS, bike sharing programs tend to provide affordable access to bicycles for short-distance trips in urban areas, to provide an alternative to motorized public transportation or private vehicles, to help reduce traffic congestion, parking congestion, noise, and air pollution, to connect users to public transit networks, to address some of the primary disadvantages to bicycle ownership such as loss from theft or vandalism, lack of parking or storage, and maintenance, and are a favorable amenity for visitors; and

WHEREAS, Numerous studies have found that bike sharing results in fewer vehicle miles traveled, reduces greenhouse gas emissions, and creates green jobs related to system management and maintenance; and

WHEREAS, BTS is interested in working with The Cities to develop a bike sharing program (Program) based upon the goals described in the RFP for these services, which RFP is attached hereto and incorporated herein by reference; and

WHEREAS, The Cities hereby agrees to make all reasonable and legally justifiable efforts to assist BTS to secure and procure all governmental approvals, permits, authorizations, filings and any other required governmental consent; and

WHEREAS, absent this Agreement, The Cities would otherwise be responsible for providing all necessary funding for the creation, implementation and operation of the Program; and

WHEREAS, BTS will provide funding and management oversight for the Program pursuant to the terms of this Agreement and has engaged a team of professionals that specialize in the design, development, manufacture and operation of public bike sharing programs and systems for municipalities and other entities and currently operates bike sharing systems in various municipalities; and

WHEREAS, BTS submitted a proposal which demonstrates both its interest and ability to fund the program, and which has contracted with a qualified and experienced team to implement, manage and operate a bike sharing system within The Cities , which proposal is attached hereto and incorporated herein by reference; and

WHEREAS, The Cities has determined that BTS's proposal meets the objectives of and is otherwise in the best interest of The Cities;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1 Scope

BTS agrees to be responsible for the design, implementation, management, operation and maintenance of a Bike sharing System within the boundaries of The Cities subject to the terms and conditions set forth in this Agreement. In connection with the Bike sharing System, BTS shall have the exclusive right to be designated and referred to as the "Official Bike sharing Partner of The Cities".

Section 2 Definitions

For the purpose of this Agreement, the following terms shall have the following meanings:

"Alternative Site Locations" shall mean Bike sharing Stations placed on private property, in a non-party's right of way, or on property that is controlled or managed by an entity other than The Cities.

"Average Program Usage" (APU) shall mean the average number of bicycle trips per day per Kiosk during a given calendar month.

"Average Theft-Vandalism Rate" (ATVR) shall mean the average number of acts of theft or vandalism per Station during a given calendar month.

"Bike sharing Station" or "Station" shall mean the following items located within a Station Area: docking structure, Kiosk, map display and system bicycles.

“Bike sharing System” or “System” shall mean an automated system in which bicycles are made available for shared use via membership subscriptions or short term rentals to individuals who do not own them. As used herein, Bike sharing System shall specifically mean the Bike sharing System that is the subject of this Agreement.

“Service Area” shall mean the combined area described in the RFP and proposal within Hoboken, Jersey City and Weehawken.

“Contract Year” shall mean a 365 day period commencing on the month and day of the first Operational Rollout or anniversary thereof.

“Effective Date” shall mean the date this Agreement has been signed by both parties and approved by The Cities' attorneys.

“High-Risk Station Area” shall mean any Station Area that experiences a rate of theft and/or vandalism that is higher by 50% or more than the Average Theft-Vandalism Rate; or as may otherwise be reasonably demonstrated by BTS and agreed to by The Cities

“Implementation Plan” shall mean the plan prepared by BTS and approved by The Cities for installation of the Station Areas and Operational Rollout, as described in Section 6.

“Kiosk” shall mean the physical structure and housing for the automated payment terminal at which users can access the Bike sharing System with a membership card, pay for a rental with a credit or debit card, and receive information about the Bike sharing System and its sponsors.

“Kiosk Displacement” or “Station Displacement” shall mean the removal of a Kiosk or Station from an existing and approved Station Area for reasons beyond the control of BTS.

“Marketing Plan” shall mean BTS’s plan for marketing the Bike sharing System, referenced in Section 6.6.

“Membership Reciprocity” shall mean the permission granted to membership subscribers of the Bike sharing System (not walk-up renters) by BTS to access other bike sharing programs operated by BTS and/or its affiliates in other municipalities without additional charge.

“Membership Subscription” shall mean a one-time or recurring membership that provides a user access to the Bike sharing System for an unlimited number of times per day, for a limited period of time for each use, during the term of the membership.

“Operational Ceiling” shall mean the maximum number of bicycles permitted to be operating and available to the public at any time under the terms of this Agreement.

“Operational Rollout” shall mean the day on which the at least 51 percent of the Bike sharing Stations for a particular phase of the implementation are made generally available to the public. BTS or its contracted operations team shall provide The Cities thirty (30) days prior written notice of the date for an Operational Rollout.

“Phase I” shall mean BTS shall install at least 800 bicycles and 50 Bike sharing Stations.

“Site List” shall mean the list of Station Area locations that is included as part of the Implementation Plan and approved by The Cities.

“Site Plan” shall mean the general plan for the placement of equipment at a Bike sharing Station, as shown in Exhibit 4.2.4.

“Sponsorship” shall mean an agreement for provide financial support for the Bike sharing System that may include the right to sponsor identification through display of the sponsor’s logo, name, and/or slogan at one or more Bike sharing Stations as shown in Exhibit 6.7 or otherwise in conjunction with the Program.

“Station Area” shall mean any of the sites designated for location of a Bike sharing Station.

“Station Service Zone” shall mean the geographical scope of the Bike sharing System, and shall include all Station Areas within The Cities' boundaries.

“Underutilized Station Area” shall mean any Station Area that falls below 50% or less of the Average Program Usage, or based on other measures reasonably demonstrated by BTS and agreed to by The Cities.

Section 3 Term

- 3.1 Term. This Agreement shall commence on the Effective Date and shall end five (5) years from the date of Operational Rollout for the first phase of implementation (Phase I Operational Rollout).
- 3.2 Date and Notice of Phase I Operational Rollout. Phase I Operational Rollout shall take place within three (3) months from the Effective Date of this agreement or the date upon which a total sponsorship commitment of at least \$1.0 million (which is 50% of the projected annual sponsorship revenue of \$2.0 million) has been secured from one or more parties. BTS shall provide the Cities with written notice of any change of the start date of the Phase I Operational Rollout at least thirty (30) days prior to the proposed start date change.
- 3.3 Extension of Time for Phase I Operational Rollout. Should BTS experience delays beyond its control while attempting to obtain materials, permits or other needed governmental approvals, The Cities shall extend the time for the Phase I Operational Rollout upon BTS’s written request including the reason for the request, the anticipated period of time requested, and documentation of the delays. Any such extensions shall not exceed six (6) months in total.

Section 4 Bike sharing System Requirements

It is the intent of The Cities and BTS in entering into this Agreement to develop and promote a Bike sharing System in accordance with acceptable industry standards.

- 4.1 Bike sharing System. BTS shall be responsible for the design and implementation of the Bike sharing System for the provision of bike sharing services and rentals at automated self-service Kiosks offering both short-term rentals and membership subscriptions, and using the rates, hours, and equipment, as provided in this Agreement.
- 4.2 Bike sharing Equipment. BTS shall, at its sole cost and expense, provide all of the equipment reasonably necessary for the operation of the Bike sharing System, including docking structures, Kiosks, map displays and System bicycles.
- 4.2.1 Kiosks and Docking Structures. BTS shall, at its sole cost and expense, fabricate, construct, and install (or cause to be fabricated, constructed, and installed) Bicycle Stations with Kiosks and docking structures within designated Station Areas, generally as depicted in Exhibit 4.2.4. BTS shall be responsible for preparation of any and all plans and specifications for same.
- 4.2.2 Bicycles. BTS shall provide bicycles of the type and meeting the specifications as set forth in Exhibit 4.2.2, attached hereto, in the number set forth in the Implementation Plan. The bicycles shall at all times be equipped with the working components necessary to work with the docking stations and be a functional part of the Bike sharing System.
- 4.2.3 Placement of Equipment. BTS shall locate the Kiosks, docking stations, and bicycles within each individual Station Area substantially in accordance with the Site Plan to be developed by BTS and approved by The Cities for that Station Area. (See Exhibit 4.2.4 attached hereto for a typical configuration.) The Parties agree and acknowledge that the docking structures are modular and can be expanded as needed on a site by site basis, and such expansion shall not constitute a material deviation from the Site Plans unless the docking station is expanded greater than 32 docks. Docking stations, in general, will range from a capacity of 16 to 32 docks each. BTS shall not materially deviate from the approved Site Plan and Site List without the prior written consent of The Cities.
- 4.2.4 BTS may change the design of the equipment provided that such changes do not appreciably diminish the quality or performance of the equipment or of the Bike sharing System. Any other changes shall require the written consent of The Cities.
- 4.3 Equipment Upgrades. BTS may desire to add new technologies or equipment that are not contemplated in this Agreement, including, but not limited to, digital wayfinding/advertising kiosks and wifi hotspots. In the event BTS determines a different type of equipment or technology should be used in the System, BTS shall make a request in writing to The Cities outlining the proposed new equipment or technologies and the advantages for as well as any potential disadvantages to their implementation. The Cities shall use reasonable efforts to approve or deny such request within thirty (30) days. In the event such a request is denied, The Cities shall provide a detailed explanation stating why such changes or addition of new equipment or technology may not be implemented. Approved equipment or technology shall be implemented by BTS at its sole cost.

- 4.4 Station Area Signage. Each Station Area shall include a two-sided advertising/sponsorship panel with the specifications and generally placed as shown in Exhibit 4.4. The advertising panel and advertising space on the Kiosk shall be used primarily for advertising purposes as BTS may deem appropriate or advisable within all applicable and valid regulations. The advertising space may also be used to promote the Bike sharing System or traffic or bicycle safety. These Advertising/sponsorship panels may be lit at night to increase the visibility of the Station.
- 4.5 All system data shall be collected by BTS and shared with The Cities in real time
- 4.6 BTS Shall launch a bike share website which includes sign up, station information, sponsorship opportunities, a customer service portal, and other features
- 4.7 BTS shall develop and deploy a mobile app which allows users to sign up, upgrade their services, locate stations, make payments and other features. At a minimum, the mobile app must be compatible with the latest versions of iOS and Android operating systems.
- 4.8 System Survey - BTS shall issue an annual survey to system members to collect feedback including, but not limited to pricing and rates, levels of service, customer service, demographic information, vehicle ownership, primary mode of transportation used to commute, etc.

Section 5 Selection of Station Area Sites and Community Outreach

Subject to the Cities' approval as provided herein, BTS shall determine the number, location, and size of the Bike sharing Stations using the information gained from the analysis set forth below.

- 5.1 Station Area Analysis. BTS, in partnership with The Cities shall conduct, or cause to be conducted, the following analysis to identify locations for Bike sharing Stations:
- Establish a general service grid that interfaces with existing bicycle infrastructure and master plans (which will be provided to BTS) and takes into consideration proximity to other forms of public transportation including bus, trolley, and train stops, as well as parking garages and commuter parking lots
 - Target areas with high density residential and commercial uses including areas with dense retail and food and beverage establishments
 - Identify sites where bike sharing may provide a practical transportation alternative including shopping centers, grocery and drug stores, banks, retail, entertainment, major hotels, major multi-family residential developments, and public attractions such as parks, beaches and museums
 - Assess the visibility and accessibility of the location
 - Bike sharing stations will not be permitted in single family residentially zoned areas unless expressly requested by the Cities, the District or neighborhood representation.
 - Post an interactive map online in which residents of the Service Area are able to vote for locations, and take residents' input into account

- 5.2 Outreach. In the first sixty (60) days following the Effective Date, The Cities may reasonably request that BTS participate in public presentations, workshops, or community meetings, as needed for review and input from relevant stakeholder and community groups. BTS shall summarize the public input BTS receives and provide it to The Cities with the proposed Implementation Plan.
- 5.3 Map and Site Visits. Within sixty (60) days following the Effective Date, BTS shall conduct site visits and shall photograph and plot all identified potential Station Area locations, and work with The Cities to identify and resolve any conflicts or issues for each potential site.
- 5.4 Site List. BTS shall provide The Cities with a list of proposed Station Areas for its review and approval. BTS shall include the map and list of Station Area locations as part of the Implementation Plan. The parties agree and understand that The Cities make no representation as to the ownership of the property of the proposed Station Areas. The Cities each agree to make all reasonable efforts to obtain their City's approval of the map and list of the Station Area locations submitted by BTS.
- 5.5 Bike sharing Website. Upon the Phase I Operational Rollout BTS shall launch and maintain a website to allow purchase of memberships, provide information about implementation, collect comments from the public, and serve as an ongoing resource for information about rates, memberships, locations, and as a marketing tool. BTS agrees that it is solely responsible for keeping members' information private and secure
- 5.5.1 Open Data. Bike Share System data shall be made anonymous, open and accessible to the public on the website for exporting. Trip data shall include at a minimum trip duration (seconds), start time and date, end time and date, start station, end station, station latitude/longitude, bike ID number, user type (annual, monthly, daily, etc), gender and year of birth or age..
- 5.5.2 Dashboard. The website shall also present a dashboard displaying visualizations of the data from the Bike Share System. The following data shall be available through the dashboard:
- Utilization
- Total # of trips system-wide by day and cumulative (since Operational Rollout Date)
 - Total miles traveled systemwide by day and cumulative (since Operational Rollout Date)
 - short term passes
 - Total distance traveled system-wide by day and cumulative (since Operational Rollout Date)
- Membership
- Total # of members
 - annual
 - short term passes

- Total # of new members

5.6 Use of Alternative Site Locations. In order to make the program available to as many residents, visitors and areas as possible and to effectuate regional mobility and connectivity, BTS may, as needed and in its sole discretion, choose locations for Station Areas on private property, in a non-party's right of way, or on a property that is controlled or managed by an entity other than The Cities. BTS shall be responsible to ensure that any installations comply with all applicable laws, regulations, and approval processes. The Cities will make all reasonable and legally justifiable efforts to assist BTS to secure variances and any other government approvals as needed.

Section 6 Implementation

BTS shall implement the Bike sharing Program, including installation, operation, management, maintenance, and marketing, during the Term consistent with the approved Implementation Plan and the terms and conditions of this Agreement. The size and scope of the Bike sharing System, the Operational Ceiling, and location of the Bike sharing Stations, may be modified as needed upon mutual written agreement of BTS and The Cities.

6.1 Implementation Plan. BTS shall develop, prepare and submit a plan to The Cities for implementation of the Bike sharing System (Implementation Plan) consistent with the parameters for the program set forth in the RFP and BTS's proposal, subject to additional requirements described in this section. The Implementation Plan shall identify the phases for the implementation of the Bike sharing System in different areas of the City, the geographical area and boundaries for each phase, and shall include the Site List, map, Implementation Schedule, and Marketing Plan.

BTS shall submit the Implementation Plan, including Site List, map, Implementation Schedule, and Marketing Plan, to The Cities within ninety (90) days of the Effective Date of this Agreement. Within ten (10) business days of receipt of the Implementation Plan, The Cities shall review and approve, or shall provide its comments to BTS. If The Cities provide comments, BTS and The Cities shall meet within one week to discuss the comments and agree upon any necessary changes. Once resolved, the plan shall be deemed approved by The Cities, and BTS shall move forward to implement the Program based upon the approved plan, along with any subsequent changes agreed to by the Parties. In no event may approval be unreasonably withheld or delayed.

6.2 Implementation Schedule. BTS shall prepare a detailed Implementation Schedule for installation of Bicycle Stations leading up to Operational Rollout for each Phase I in accordance with Section 3.2 in this Agreement.

The Parties shall make all efforts to adhere to the Implementation Schedule. BTS may, upon written request to The Cities, seek extension of specific dates in the Implementation Schedule. BTS shall state the reason for the request and the anticipated period of time requested. The Cities shall not unreasonably withhold their approval.

- 6.2.1 Operational Rollout. BTS and The Cities shall agree upon a detailed schedule for installation of the Bicycle Stations, as further detailed and reflected in Exhibit 6.2. These dates shall be included in the Implementation Schedule.
- 6.2.2 The exact number and locations of the bikes and stations shall be determined through the station siting procedure detailed in section 5.1. Each station location must be mutually agreed upon by The Cities and BTS
- 6.3 Equipment Design. BTS shall provide, at its sole cost and expense, any and all design services including, but not limited to, architectural and engineering services, as it deems necessary for design and installation of the Kiosks and docking structures.
- 6.4 Use of Right-of-Way and Encroachment Removal. The Cities shall make all reasonable efforts to obtain City permission for BTS to encroach into the public right-of-way by installing and maintaining the Bike sharing Stations at the specific Station Areas agreed to by The Cities and BTS as provided for in this Agreement, for the benefit of the public and as part of the Bike sharing System. In consideration of this grant of permission, BTS covenants and agrees with The Cities as follows:
- 6.4.1 BTS shall install and maintain the Bike sharing Stations in a safe and sanitary condition at its sole cost, expense, risk and responsibility.
- 6.4.2 BTS shall remove, relocate or restore the Bike sharing Station as directed by the Cities within thirty (30) calendar days of written notice from The Cities , or in the case of an emergency as determined by The Cities may request that the work be done immediately or within less than thirty (30) calendar days. If BTS fails to remove, relocate or restore or otherwise comply with the direction of The Cities regarding the encroachment, The Cities may cause the work to be done and charge BTS for such actual costs. The Cities' request to remove, relocate, or restore the encroachment shall not be arbitrary or without reason.
- 6.4.3 BTS shall maintain insurance to protect The Cities and each city individually from any potential claims which may arise from the location and maintenance of Bike sharing Stations in the rights-of-way, as required by Section 13 of this Agreement.
- 6.5 Installation of Bike sharing Facilities. BTS shall erect, install, operate, and maintain, at its sole cost and expense, and at no cost to The Cities, the Bike sharing Stations and all related equipment.
- BTS shall not erect, install, operate, or maintain additional Kiosks or docking structures, nor identify additional or alternate locations for same, without the Cities' prior written approval. The Cities shall make all reasonable efforts to obtain City approval for additional Kiosks or docking structures.
- 6.6 Marketing Plan. BTS shall implement a plan to market the Bike sharing System to residents and visitors for membership, use, and growth of the Bike sharing System (Marketing Plan). The Marketing Plan may include combined efforts with The Cities to promote the program.

- 6.7 Sponsorships and Advertising. BTS shall be responsible for securing sponsors and for the sale of all advertising to be displayed on System bicycles, Kiosks, and the advertising panels referenced in Section 4.4. Sponsorship messages and advertising shall be displayed as set forth in Exhibits 4.4 and 6.7. All advertising shall comply with the criteria set forth in Exhibit 6.7.
- 6.8 The Cities shall cooperate and facilitate BTS' efforts to secure and procure (a) all government permits, authorizations, filings, and any other governmental consent; (b) rights-of-way and land (owned or leased); (c) safety and surveillance services; (d) utilities, trash collection and other public services, (e) traffic, construction and development services coordination, in each case necessary for the creation, implementation and operation of the Bike sharing System.

Section 7 Operation of the Bike sharing System

BTS shall be responsible for all operations of the Bike sharing System, including operation and maintenance of all bicycles, docking structures, Kiosks, Bike sharing Stations and updates and maintenance to the website and mobile app.

- 7.1 Maintenance of Bicycles. BTS shall maintain its bicycles in good working order and repair.
- 7.2 Bicycle Rebalancing. Bicycles shall be redistributed throughout the system as necessary to meet demand. BTS shall make reasonable efforts to redistribute bicycles during morning and evening commuting hours. No Station, during peak hours (peak hours defined as between 8:00 AM and 8:00 PM), Monday through Friday) shall be completely full or completely empty for more than 180 minutes.
- 7.3 Maintenance of Bike sharing Stations. BTS shall maintain the Bike sharing Stations, including the Kiosks, bicycles, and docking structures free of graffiti and in good, clean working order and repair, including the removal of trash, snow, ice, any other debris or spills from the Station Area. BTS may perform light maintenance and small repair jobs at the Stations to minimize downtime. Moderate or heavy maintenance may require removal of the equipment for service at BTS's repair center.
- 7.4 Repair Response Time. In the event that a Kiosk or docking structure is damaged for any reason, BTS shall promptly commence repairs or replace the damaged equipment to minimize any impact on System operations. At a minimum, repairs or replacement shall be commenced no later than ten (10) days from the date BTS first becomes aware (or should be aware) of the damage.

In the event that a bicycle is damaged for any reason, BTS shall commence promptly, but not later than ten (10) days from the date BTS first becomes aware (or should be aware of the damage, repairs, replace the bicycle, or rebalance the bicycles within the System to minimize impact on System operations.

- 7.5 Temporary Use of Metered or Otherwise Restricted Parking for Maintenance. BTS may park its maintenance vehicle in any legal public on-street metered or unmetered parking

space that is adjacent to or near the Bike sharing Station while maintenance is being performed. Such maintenance vehicle must be clearly marked with the identifiers of the Bike sharing System. BTS may not park in spaces that are restricted for handicapped parking or during hours restricted for street sweeping.

- 7.6 Temporary Station Displacement or Relocation. The Cities may request the temporary removal of all or part of a Station Area, for street repair, access to utilities, construction, special events, or other reasons. The Cities and BTS shall make reasonable efforts to relocate the Station to an alternative temporary location that will serve users in the same or reasonably similar capacity.
- 7.7 Special Events. BTS may request the temporary placement of a Bike sharing Station for the purpose of participating in or accommodating a special event. The Cities shall not be responsible for costs associated with such requests, including installation or removal of such stations, BTS shall work directly with the organizer of the special event for permission to temporarily place a Bike sharing Station within a special event venue.
- 7.7.1 Temporary Increase in Operational Ceiling. BTS may request and The Cities may authorize an increase in the Operational Ceiling on a temporary basis for special events or conventions, specifying the dates and number of additional bicycles permitted. Any such authorization shall be made by BTS in writing in advance of the event.
- 7.8 Rental and Membership Rates. Rates for Bike sharing System rentals and membership subscriptions shall be the same as set forth in BTS' Proposal. Any changes in rental or subscription rates exceeding agreed upon ranges or annual increases shall be approved in writing by The Cities prior to such changes being implemented where such approval shall not be unreasonably withheld.
- 7.9 Membership Subscription Reciprocity. BTS and/or its affiliates, at its sole option, may permit holders of certain classes of Membership Subscriptions (not casual walk-up renters) from other bike sharing systems it owns or manages to access bikes in its Service Area, and conversely, BTS may permit holders of Membership Subscriptions from its Service Area to access other bike sharing programs it owns, manages or is affiliated with.
- 7.10 All website and mobile application maintenance and updating shall be performed by BTS. All website repairs shall take place within three (3) days of notice of breach.

Section 8 Relocation of Station Areas

Station areas may be added, removed, or relocated based on usage, theft and vandalism, access for street repairs or utility work, special events, emergencies, or for other reasons.

- 8.1 Relocation of Station Area. In the event that a designated Station Area is found to be unsuitable, whether before or after installation of the Bike sharing Station, BTS, and The Cities shall use reasonable efforts to expeditiously identify a suitable substitute replacement location. The parties shall endeavor to identify and agree upon the new location within thirty (30) days, and shall amend the Site List to reflect the new location.

- 8.2 Addition of Station Area. In the event that BTS recommends the addition of a new Station Area not included in the approved Implementation Plan, BTS and The Cities shall use reasonable efforts to expeditiously identify a suitable substitute location in the area recommended by BTS. The parties shall endeavor to identify and agree upon the new location within thirty (30) days, and shall amend the Site List to reflect the new location.
- 8.3 Removal or Relocation of Underutilized Station Area. If BTS determines, based upon an evaluation of Station usage by BTS over a three-month period, that a Station Area is underutilized, BTS shall make a recommendation to The Cities to keep, remove, or relocate the Underutilized Station Area. BTS's recommendation shall be supported by usage data and other relevant information. The Cities shall review the recommendation and, if the usage data demonstrates that daily rentals or member uses originating from or returning to that Station Area is below 50% of the Average Program Usage for three consecutive months, The Cities shall approve a recommendation for removal of the Station Area. Relocation of the Station Area to a new site shall require The Cities' approval per Section 8.2. All underutilized stations must be relocated to the same zone from which they were removed
- 8.4 Removal or Relocation of High-Risk Station Area. If BTS determines, based upon an evaluation of the incidences of theft and vandalism per month over a three-month period that a Station Area is at high risk for theft or vandalism, BTS shall make a recommendation to The Cities to keep, remove, or relocate the High-Risk Station Area. BTS's recommendation shall be supported by number incidence of theft or vandalism, usage data, and other relevant information. The Cities shall review the recommendation and, if the crime data demonstrates that incidences of theft and vandalism per month have exceeded the ATVR by 50% or more for three consecutive months or more, The Cities shall approve a recommendation for removal of the Station Area. Relocation of the Station Area to a new site shall require The Cities' approval per Section 8.2. All High-Risk Stations must be relocated to the same zone from which they were removed. All theft or vandalism must be demonstrated by a valid police report in order to be considered under this section.

Section 9. Permissions Granted Under this Agreement

The Cities agrees to provide BTS the following permissions as set forth below and in Exhibit 9, and is attached to this Agreement and incorporated herein, for the Term of this Agreement:

- 9.1 Official Partner. BTS shall have the exclusive right to be designated and referred to as the "Official Bike sharing Provider of The Cities", and to use said designation in promotional and marketing efforts including press releases, stories, features and other publicity initiated by any party.
- 9.2 Promotional Materials. The Cities will work with BTS to develop press releases, stories, features and other publicity about the partnership for distribution to media outlets upon NY the execution of this Agreement. BTS and The Cities agree to develop a joint logo and templates for advertisements, promotional materials, promotional campaigns, product

placement and appearance and any and all other materials that represent BTS's efforts to publicize and/or promote the rights and benefits granted to it under this Agreement.

- 9.3 Web Site Presence. Information about the Bike sharing System, including a link to BTS's program web site (referenced in Section 5.3), will be provided on The Cities' internet and intranet web sites throughout the duration of the Agreement.
- 9.4 Cooperative Support. The Cities shall work with and support BTS's efforts to market and increase ridership of the Bike sharing System as set forth in Exhibit 10. BTS shall be responsible to ensure that all events comply with any applicable City rules or regulations pertaining to use of the venue or as a special event.

Section 10. Intellectual Property

- 10.1 Licensing. The Cities and BTS shall each retain ownership of, and all right, title and interest in and to, their respective intellectual property and no license therein, whether expressed or implied, is granted by this Agreement. To the extent the parties wish to grant to the other rights or interests in intellectual property, separate licensing or use agreements on mutually acceptable terms shall be executed.
- 10.2 Use of The Cities' Name and Logo. BTS shall use The Cities' name, seal, logo, and trademarks (collectively, "Identifiers") only as set forth in this Agreement, for the purpose of carrying out the terms of this Agreement, and not for any other purpose. Any use other than that specifically provided for by this Agreement shall require the prior written consent and approval of The Cities. BTS shall not make use of The Cities' name, seal, logo, trademarks, or any other identifiers in any manner that would bring The Cities, or any of its respective agents, representatives, employees or contractors into public disrepute, contempt, scorn or ridicule or tend to shock, insult or offend the community, public morals or decency. BTS shall not use Identifiers to incur any obligation or indebtedness on behalf of The Cities. The obligations of BTS under this paragraph will survive expiration or termination of this Agreement. The Cities shall make all reasonable efforts to obtain City approval for BTS to use the City's name, seal, logo and trademarks.
- 10.3 Use of BTS Name and Logo. The Cities shall use BTS's name, seal, logo, and trademarks (collectively, "BTS Identifiers") only as set forth in this Agreement, for the purpose of carrying out this Agreement, and not for any other purpose. Any use other than that specifically provided for by this Agreement shall require the prior written consent and approval of BTS. The Cities shall not make use of BTS's name, seal, logo, trademarks, or any other identifiers in any manner that would bring BTS, or any of its respective agents, representatives, employees or contractors into public disrepute, contempt, scorn or ridicule or tend to shock, insult or offend the community, public morals or decency. The Cities shall not use BTS Identifiers to incur any obligation or indebtedness on behalf of BTS, or to hold itself out as being or representing BTS. The obligations of The Cities under this paragraph will survive expiration or termination of this Agreement.

Section 11. Compliance with The Cities' Contracting Laws

- 11.1 Americans with Disabilities Act. BTS agrees to comply with Americans with Disabilities Act, which establishes that all The Cities contractors, including but not limited to

construction contractors, consultants, grantees, and providers of goods and services agree to comply with all applicable titles of the Americans with Disabilities Act.

- 11.2 Drug Free Workplace. BTS agrees to comply with The Cities requirements that all The Cities' construction contractors, consultants, grantees and providers of services to provide a drug-free workplace for the performance of work done in connection with a contract held by The Cities.
- 11.3 Equal Employment and Subcontracting Opportunities. The Cities and BTS agree that this Agreement is a partnership with mutual benefits and obligations running to each Party, and not a contract for the provision of labor, materials, goods, supplies, services, or consultant services to The Cities, or for a grant from The Cities, or for the construction of public works, and for the purpose of this Agreement, BTS agrees as follows:
- a. BTS shall not discriminate against any employee or applicant for employment on any basis prohibited by law. BTS shall provide equal opportunity in all employment practices.
 - b. BTS shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. BTS shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. BTS understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. Contracts between BTS and any subcontractors, vendors, and suppliers shall contain this language.

Section 12. Insurance

- 12.1 Insurance. BTS shall maintain insurance at its own expense consistent with Section 11.8 of the RFP.

Section 13. Indemnification

- 13.1 Indemnification. [Refer to Section 11.7 of RFP]

Section 14. Default; Remedies

- 14.1 Event of Default. The following shall constitute an Event of Default under this Agreement regardless of whether any such event shall be voluntary or involuntary or shall result from the operation of applicable laws, rules or regulations or shall be pursuant to or in compliance with any judgment, decree or order of any court of competent jurisdiction:

- (1) BTS fails to cause to be carried and maintained the insurance required by this Agreement and fails to immediately remedy such failure within two (2) business days of receipt of written notice thereof from The Cities;
- (2) Either party fails to comply with any material term, condition, or obligation of this Agreement and such failure continues un-remedied for a period of thirty (30) days after the receipt of written notice thereof from the non-defaulting party unless the defaulting party has taken reasonable steps during such thirty (30) day period to cure such default and such steps taken to cure will result in a full and complete cure within a reasonable time if diligently prosecuted; or
- (3) Either party commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law, or shall make a general assignment for the benefit of creditors, or shall have an involuntary case or other proceeding instituted against it seeking similar relief;

14.2 Declaration of Default. Upon the occurrence of an Event of Default, and at any time thereafter so long as the same shall be continuing, the non-defaulting party may declare, at its option, this Agreement to be in default if the Event of Default is a filing under Section 15.1(3) hereof, may immediately terminate this Agreement without any liability whatsoever;

Section 15. Termination for Reasons Other than Default

15.1 Termination for Improper Consideration. The Cities may, by written notice to BTS, immediately terminate the right of BTS to proceed under this Agreement if it is found that consideration, in any form, was offered or given by BTS, either directly or through an intermediary, to any officer of The Cities, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment for extension of the Agreement or the making of any determinations with respect to BTS's performance pursuant to the Agreement. In the event of such termination, The Cities shall be entitled to pursue the same remedies against BTS as it could pursue in the event of default by BTS.

BTS shall immediately report any attempt by any officer or employee of The Cities to solicit such improper consideration. The report shall be made to the Corporation Counsel of each City, in writing. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

Any attempt to terminate this agreement shall be consistent with the RFP, and where the RFP is silent, with this section.

Section 16. Miscellaneous

- 16.1 Notices. In all cases where written notice is required under the Agreement, such notice shall be given at the respective addresses of the parties as set forth below, unless notification of a change of address is given in writing. Notice shall be sent by registered or certified mail, by a nationally recognized courier service, or by personal service, and shall be effective upon receipt. The addresses for notice and agents for service of process are:

THE CITIES:

Hoboken: City of Hoboken
Office of Corporation Counsel
94 Washington Street
Hoboken, NJ 07030

Jersey City: City of Jersey City
Department of Law
280 Grove Street
Jersey City, NJ 07302

Weehawken: Township of Weehawken
Attn: Law Director
400 Park Avenue
Weehawken, NJ 07086

BTS: BTS c/o P3 Global Management, Inc.
Attn: Jim Campbell, CEO
950 Third Avenue, Suite 401
New York, NY 10022
Phone: 212-731-9030

- 16.2 Non-Assignment. No Party may assign its rights or delegate its duties under the Agreement to any other party without the prior written consent of all other parties, which consent shall not be unreasonably withheld, delayed or conditioned. Subject to the provisions of this section, the Agreement shall inure to the benefit of and be binding upon the respective successors and assigns, if any, of the Parties hereto. However, any assignment in violation of this paragraph shall constitute a default and is grounds for immediate termination of the Agreement. In no event shall any putative assignment create a contractual relationship with the putative assignee.
- 16.3 Independent Contractors. BTS and any subcontractors of BTS are and shall be deemed to be independent contractors and not agents of The Cities. Any provisions of the Agreement that may appear to give The Cities any right to direct BTS concerning the details of operating the Bike sharing System, or to exercise any control over such performance, shall mean only that BTS shall follow the direction of The Cities at the executive level.
- 16.4 Compliance with Controlling Law. BTS shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to the

Agreement, including all applicable laws, regulations, and requirements relating to the marketing and sale of insurance. In addition, BTS shall comply immediately with all directives issued by The Cities or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of New Jersey shall govern and control the terms and conditions of this Agreement.

- 16.5 Amendment. The Parties may amend this Agreement from time to time to address changes deemed necessary by the Parties to address operational needs. All amendments to this Agreement shall be in writing and signed by all Parties in order to be enforceable against any party.
- 16.6 Jurisdiction and Venue. The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of New Jersey. The venue for any suit or proceeding concerning this Agreement shall be in the County of Hudson, State of New Jersey.
- 16.7 Integration. This Agreement and the exhibits and references incorporated into the Agreement fully express all understandings of the Parties concerning the matters covered in the Agreement. No change, alteration, or modification of the terms or conditions of the Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties and an amendment to the Agreement agreed to by both Parties. All prior negotiations and agreements concerning the subject matter hereof are merged into the Agreement.

The RFP and BTS Proposal, incorporated by reference, shall be fully integrated into this agreement and if any conflict in terms is found to exist between the documents, the following order of precedence shall govern:

1. RFP
2. Proposal
3. Agreement

The "Operational Rollout" date shall be the only term not subject to this precedence.

- 16.8 Counterparts. The Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 16.9 No Waiver. No failure of either The Cities or BTS to insist upon the strict performance by the other of any covenant, term or condition of the Agreement, nor any failure to exercise any right or remedy upon a breach of any covenant, term, or condition of the Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter the Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach. Neither Party shall unreasonably withhold or delay its

consent or approval when such consent or approval is required for the performance of this Agreement.

- 16.10 Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of the Agreement, and the decision of whether or not to seek advice of counsel with respect to the Agreement is a decision which is the sole responsibility of each Party. The Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

16.11 Public Records Requests.

In accordance with NJSA 47:1A-1 et. seq., BTS must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Scope of Services. Upon request, BTS must provide the public with access to such records in accordance with access and cost requirements of Chapter 47. Further, BTS shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Scope of Services are not disclosed except as authorized by law. Finally, the BTS shall retain the records described in this paragraph throughout the performance of the work described in the Scope of Services, and at the conclusion of said work, transfer to The Cities, at no cost to The Cities, all such records in the possession of BTS and destroy any duplicates thereof. Records that are stored electronically must be transferred to The Cities in a format that is compatible with the Cities' information technology systems.

- 16.12 Signing Authority. The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby represents and warrants that (a) authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and to perform its obligations hereunder; (b) this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (c) agrees to hold the other Party harmless if it is later determined that such authority or such legal, valid and binding obligation does not exist.

- 16.13 Financial Obligations of Parties. The Cities shall be entitled to a 10% Profit Share as compensation for this Project. There shall be a daily calculation of the number of bikes in each city compared to the total number of bikes provided under this Agreement, which shall be defined as each municipality's "bike percentage". The calculation shall be based on the percentage of trips originating from each City each day (e.g. If there are 2,000 bicycle rides in a particular day and 800 of the rides originated from stations located in Jersey City, then the bike percentage for Jersey City shall be 40% for that day). The 10% profit share from BTS's profits (which shall be calculated as 10% profit share payable after all necessary and approved capital expenditures have been recouped) shall be divided amongst the three cities based on each municipality's bike percentage for the applicable period. There shall be no expense requirements under this contract on the part of any of the municipalities. BTS shall provide a certified statement of their capital expenditures as of the date of execution of the Agreement, and shall provide updates of capital expenditures thereafter by certified statement with invoices attached within ten business days of payment; failure to do so shall result in BTS being unable to utilize said

expenditures are offsetting capital expenditures for this project. As part of this profit sharing plan, BTS must maintain separate accounting for this project from any and all other receivables and/or expenditures of the business entity, and shall provide The Cities with quarterly financial reports, as well as one certified auditor report per annum. Additionally, The Cities may jointly or individual request an audit of the books and accounting of BTS relative to this project at any time, and same shall be provided by BTS within 10 business days of any written request.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Agreement is executed by The Cities of Jersey City, Hoboken, and the Township of Weehawken, acting by and through the Business Administrator of Jersey City, the Mayor of Hoboken, and the Business Administrator of Weehawken and by BTS.

The Cities

City of Jersey City

By: _____
_____, Jersey City Business Administrator

Date: _____

City of Hoboken

By: _____
_____, Dawn Zimmer, Mayor

Date: _____

Township of Weehawken

By: _____
_____, Richard F. Turner, Mayor

Date: _____

I hereby certify that I can legally bind P3 Global Management, Inc. and that I have read all of this Agreement.

Bike the Skyline LLC

By: _____
Jim Campbell, P3 Global Management Inc.

Date: _____

By: _____
Chris Wogas, Bike and Roll LLC

Date: _____

Exhibit 4.2.2
Bicycle Type and Specification

(This Exhibit to be updated before execution by The Cities.)

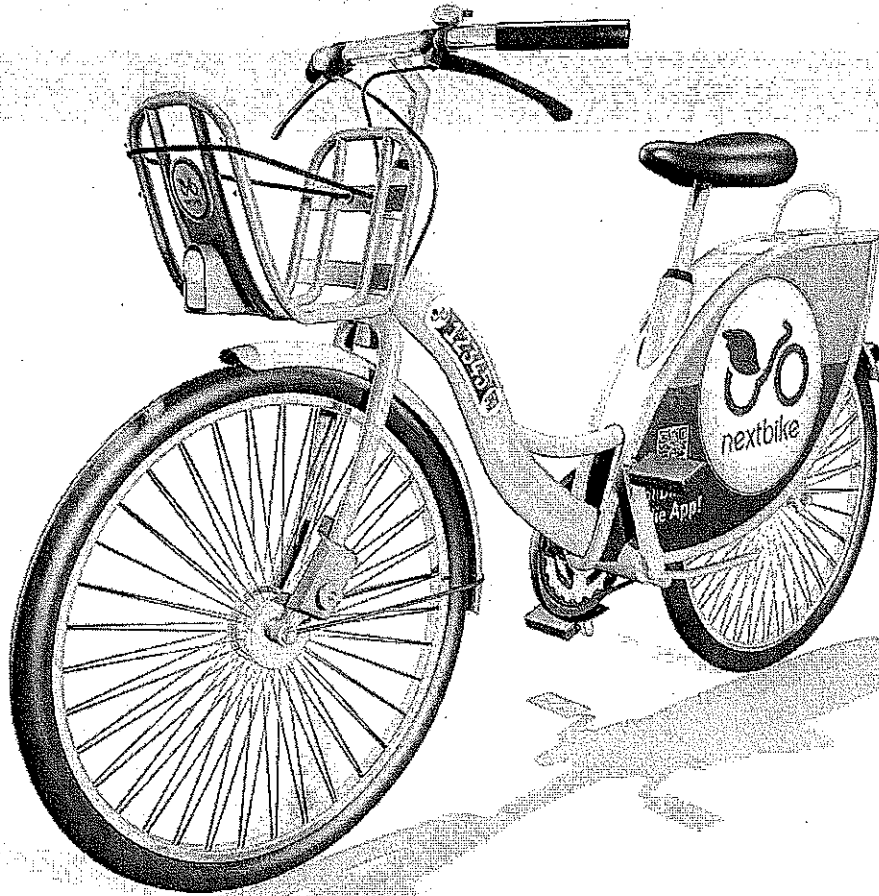
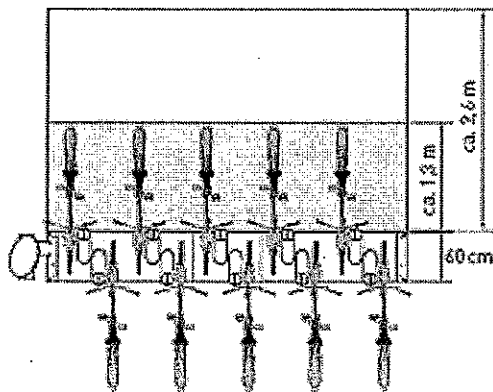


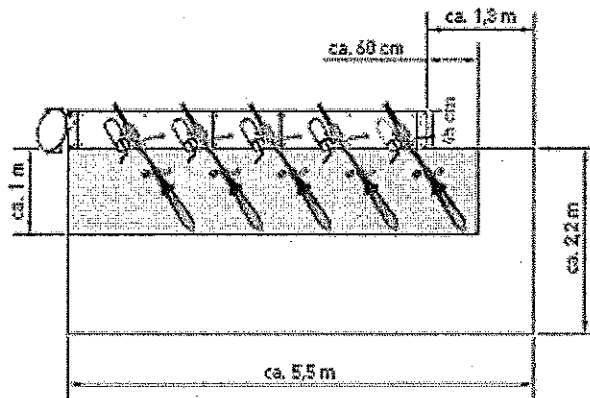
Exhibit 4.2.4 Site Plan

double-row

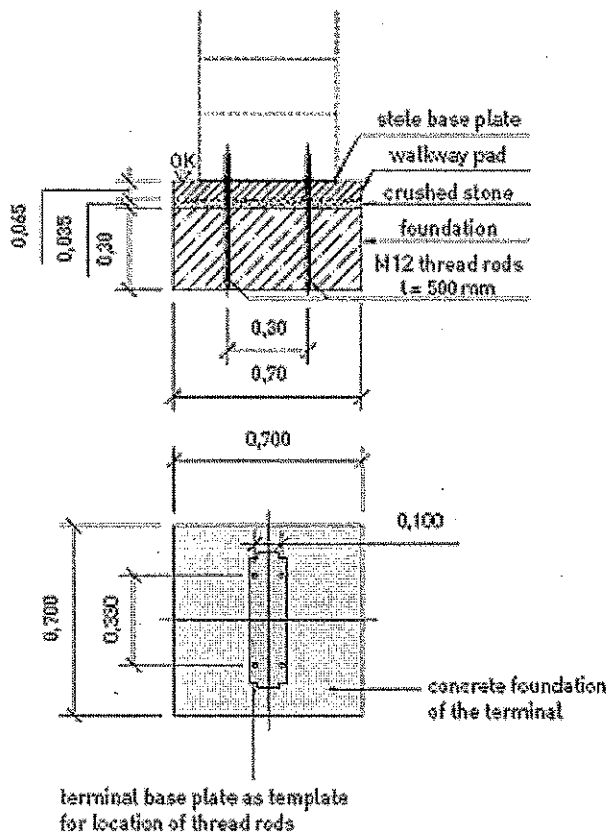


- Area for bike removal
- Area for bike parking

single-row



Foundation of a terminal



* Necessary only for unsurfaced areas, otherwise fixation by dowels and thread rods

Number of racks		Length with endpiece (cm)
single-row	double-row	
2	4	187,4
3	6	267,4
4	8	347,4
5	10	427,4
10	20	827,4
15	30	1227,4
20	40	1627,4

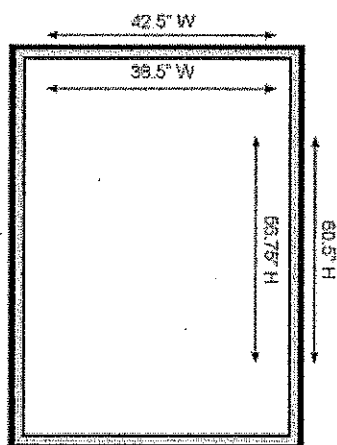
* Other arrangements of a terminal are possible on request.

* Alignment of racks in 60, 90 and 120 degree angle to base plate possible.

Exhibit 4.4

Station Area Signage

Station Area Advertising Panels to contain general advertising content including images or descriptions of products and services consistent with the terms of the Agreement, or for messages promoting the Bike sharing System or traffic or bicycle safety, generally as shown below:



PRIMARY ADVERTISING PANEL SPECIFICATIONS:

- Number of Faces per unit: 2
- Overall Poster Size: 60.5" H x 42.5" W
- Printable Area: 58.75" H x 40.5" W
- Viewable Area: 56.75" H x 38.5" W
- Solar-powered Lighting System Capability

POSTER SIZE

Specs may vary slightly between panel housing manufacturers.

Exhibit 6.2

Implementation Schedule

(To be attached after preparation by BTS and approval by The Cities, as set forth in Section 6.2 of the Agreement.)

Exhibit 6.7

Bicycle Logo Sponsorship

Sponsorship logos can include bicycle surfaces, including the handlebar placard, fenders, bike frame and/or basket consistent with the diagram below. (Simply Saxony logo used for educational/illustrational purposes only). Logo sponsorships can include corporate/organizational logo, name and/or slogan and general advertising graphics such as actual product images. Final bike color and design is subject to the requirements negotiated with the Sponsor(s).



Exhibit 6.7 (cont'd)

Kiosk Logo Sponsorship

Sponsorship logo name and/or slogan shall be permitted upon: (A) the rear panel of the kiosk opposite the keypad/screen display, and (B) side panels, consistent with the diagram below. (Red Cross logo used for educational/illustrational purposes only). Logo sponsorships can include corporate/organizational logo, name and/or slogan and general advertising graphics such as actual product images:

(BTS to provide illustration of Kiosk Sponsorship)

Sample A

Sample B

BTS shall be permitted to utilize all surfaces of the Kiosk for sponsor branding. A city map shall be displayed on the Kiosk or on the stand-alone advertising panel.

Exhibit 6.7 (cont'd)

On-Bicycle General Advertising Format

General advertising on program bicycles shall be limited to bicycle surfaces including handlebar placard, basket and fender consistent with the diagram below. (Tag Heuer logo used for educational/illustrational purposes only). General advertising may contain any graphical representation supplied by advertiser including images or descriptions of products and services:

(BTS to provide illustration of On-Cycle Advertising Format)

Exhibit 6.7 (cont'd)

Kiosk General Advertising Format

General advertising and Public Service Announcements on program Kiosks shall be permitted upon: (A) the rear panel of the Kiosk opposite the keypad/screen and (B) both side panels. General advertising may contain any graphical representation supplied by advertiser including images or descriptions of products and services:

(BTS to provide illustration of Kiosk Advertising)

BTS may use all surfaces of the Kiosk for General Advertising. A city map shall be displayed on the Kiosk or on the stand-alone advertising panel.

EXHIBIT 6.7 (cont'd)

BIKESHARING STATION ADVERTISING

Bike sharing Advertising Policy:

1. In its agreement with its advertising contractors, BTS shall reserve the right to reject any advertisement, commercial or noncommercial, which does not meet the standards set forth in this policy.
2. All advertising posted at Bike sharing Stations must conform to the following criteria:
 - A. Defamatory Advertising. No advertising will be permitted that falsely disparages any person, product, or company, or that is likely to damage the reputation of any person, product, or company.
 - B. Advertising Condoning Criminal Conduct. No advertising will be permitted that is likely to incite or produce imminent unlawful activity.
 - C. Obscene Advertising. No advertising will be permitted that contains obscene matter or matter harmful to minors.
 - D. False Advertising. No advertising will be permitted that contains false or grossly misleading information.
 - E. Tobacco, alcohol, and Firearms. No advertising will be permitted that promotes the sale of tobacco or tobacco products, alcohol, or firearms.
 - F. Existing Laws. All advertisements must conform to applicable federal, state, and local laws.
3. The Cities may make demand upon BTS for the removal of any advertisement, commercial or noncommercial, that does not conform to this policy. Such demand shall be in writing and shall state reasonable grounds for the demand. BTS shall consider and act upon the demand in accordance with this policy.

Exhibit 7.9

Rates and Fee Structure

The projected rates and fee structure for the Bike sharing System shall be with the same as the rates and structure set forth in the Proposal.

Exhibit 9

Permissions granted to BTS

The Cities shall make all reasonable efforts to cause the City of Service Area to provide BTS with cooperative support for the promotion and marketing of the Bike sharing System, including but not limited to, the following promotional and marketing opportunities:

- Bike sharing System Kick-Off Event
- Bike sharing System Anniversary Celebration(s)
- Use of mobile Bike sharing Station at special events
- Explore the possibility of establishing a regular location for the mobile Bike sharing Station for demonstrations
- Provide time on City-TV for promotional clips and public service announcements on bicycle safety, where applicable
- Distribute program and safety handouts provided by BTS at relevant festivals and programs conducted or participated in by the City
- Quarterly promotional emails to City employees
- Bicycle safety and bicycle awareness classes organized in conjunction with the City's Transportation Division and/or other stakeholders, where applicable
- Site List approval of the proposed Station Areas. BTS shall include the map and list of Station Area locations as part of the Implementation Plan.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.291

Agenda No. 10.Z.7

Approved: APR 23 2014

TITLE:



RESOLUTION APPOINTING STEVEN T. DAVISON AS A MEMBER OF THE JERSEY CITY RENT LEVELING BOARD

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated April 17, 2014, that he has appointed **Steven T. Davison**, of 53 Duncan Avenue, Apt. 24, Jersey City, New Jersey to serve as a regular member of the **Jersey City Rent Leveling Board**, replacing Carla E. Smith, whose term has expired, for a period to commence immediately upon adoption of this resolution and expire on January 20, 2017.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the appointment of **Steven T. Davison** as a member of the **Jersey City Rent Leveling Board** for the above-mentioned term is hereby advised and consented to pursuant to law.

sjg

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

For Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

Report of Director
8.b
Meeting 04.23.14

April 17, 2014

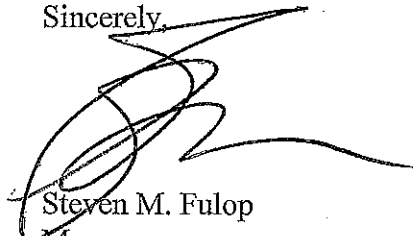
President and Members of the Municipal Council
City Of Jersey City
280 Grove Street
Jersey City, N.J. 07302

Dear President and Members,

Kindly be advised that I have appointed **Steven T. Davison**, of 53 Duncan Avenue, Apt. 24, Jersey City, New Jersey, to serve as a member of the **Jersey City Rent Leveling Board**, replacing Carla E. Smith, whose term has expired. Ms. Alexander's term will commence upon the adoption of the resolution and expire on January 20, 2017.

I respectfully request your advice and consent to this appointment.

Sincerely,



Steven M. Fulop
Mayor

cc: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Charles Odei, Rent Leveling Board
Muhammed Akil, Chief of Staff, Mayor's Office
Nancy Warlikowski, Mayor's Office
Steven T. Davison

OFFICE OF THE MAYOR
CITY HALL
280 GROVE STREET
JERSEY CITY, NJ 07302

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV

Steven T. Davison

53 Duncan Avenue, Apt 24, Jersey City, NJ 07304
201-780-3094 secman01@gmail.com

SUMMARY

Extensive background and demonstrated results in the information industry, with product design, research and e-Commerce experience. Designed, implemented, and managed the Moody's Document Store (moodys.alacra.com). The Moody's Document Store provides 'retail' access to credit research. Responsible for revenue and managing content on the Alacra Store (www.alacrastore.com). Designed and implemented platforms that are currently state-of-the-art in the information industry.

Product Design / Project Management/ Content

Designed, implemented and managed the credit databases (D&B, Experian, Equifax, TransUnion) used within the Alacra Compliance platform. Handled vendor relationships & contracts. Day-to-day management of e-Commerce site Alacrastore.com. Product managed databases incorporated into the Alacra Data Warehouse via the Alacra Content Marketplace (proprietary content management system). Original author of the "business information" page on Wikipedia. http://en.wikipedia.org/wiki/Business_information

Currently serving as Commissioner, Hudson County Board of Elections (Secretary). Appointed March 2014.

PROFESSIONAL EXPERIENCE

LIFTEC, INC. – South Plainfield, NJ

Liftec Forklifts has been serving the New Jersey/New York Metropolitan area with high quality forklifts and various material handling products for over 35 years.

Social Media Manager, 04/2014 to Present

Manages web site and social media messaging.

ALACRA. INC. – New York, NY

Alacra creates online technology and services to help clients find, package and present business information

Product Manager, 07/2005 to 8/2013

Managed regulatory data for the Alacra Compliance product. Designed and managed data sets. Product managed 20+ databases, including design, documentation, and marketing.

Developed and launched applications on the Alacra platform, including 10K Wizard, Thomson Reuters, First Call, ISI Emerging Markets, D&B, Equifax, TransUnion, and Experian. Identified and acquired new content partnerships for inclusion into the Alacra data warehouse. Negotiated contracts and managed vendor relationships. Responsible for overseeing training and

development of customer service staff. Coordinated marketing of databases via Alacra Blog, ResearchRecap.com, and Alacrastore.com.

PERFECT INFORMATION – New York, NY

Perfect Information (PI) provides workflow solutions and global financial information for the top 100 investment banks, brokerage firms, consultancies and the top 75 law firms.

Product Designer, 3/2004 to 6/2005

Designed innovative SEC EDGAR filings product that enabled Perfect Information to increase penetration into the investment-banking sector. Today, Perfect Information's "Perfect Filings" product competes head-to-head with best-of-breed filings databases.

Designed front-end interface for EDGAR filings database

Designed look-and-feel of reports

Performed roll out of the service to investment banks

HELLER & ASSOCIATES – New York, NY

Heller & Associates is a prime resource for research and records staffing.

Research Librarian (contract), 3/2001 to 2/2004

Contract librarian (research and reference) with assignments at leading investment banks, including Morgan Stanley, Credit Suisse, and Rothschild, Inc.

Responsible for due diligence searches via news and legal databases.

Provided research via Lexis-Nexis and Dow Jones (Factiva), Investext, S&P, and Moody's.

INFOGATE. INC. – New York, NY

Infogate, Inc. (Infogate dot com) provided desktop access to real-time news, fundamentals, charts, SEC filings, and research.

Director of Content 05/1998 to 04/2001

Identified products for inclusion in the Infogate platform. Performed competitive intelligence. Negotiated content contracts. Analyzed potential partnerships. Authored the Infogate User Manual. Developed specifications for Infogate Central web page. Developed Y-2K alerting system (based on SEC Filings)

EDUCATION

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY (Newark, NJ)

Major: Music Theory & Composition

FIGORELLO H. LAGUARDIA HIGH SCHOOL OF THE PERFORMING ARTS (New York, NY)

Major: Piano, Music Theory (minor in Cello), Regents

ADDITIONAL

Soccer (player and coach -- Jersey City Football Club), Skiing, biking. Active in community affairs

Office of the City Clerk
280 Grove Street
Jersey City, New Jersey 07302

Robert Byrne, R.M.C., City Clerk
Sean J. Gallagher, R.M.C., Deputy City Clerk
Tolonda Griffin-Ross, Deputy City Clerk



Telephone: (201) 547-5150
Fax: (201) 547-5461

APPLICATION FOR MUNICIPAL PUBLIC SERVICE

Date: 4/17/14

I, hereby apply to perform public service on the following municipal authorities, boards or commissions:

- a) Rent Stabilizing Board
- b) _____
- c) _____

Name: STEVEN DAVISON

Address of Residence: 53 DUNCAN AVENUE Apt 24 Jersey City

Phone Number: 201 780 3094 NT 07304

E-mail Address: SECMAN01@gmail.com

Education related to the authorities, boards or commissions of choice:

Rutgers University, Newark, NJ

Volunteer or work related experience which could be of use to the authorities, boards or commissions of choice:

Product management experience

Previous meeting attendance at, or volunteer work for, the authorities, boards or commissions of choice:

Attended one meeting

Signature: [Signature]

Resolution of the City of Jersey City, N.J.

City Clerk File No. RES. 14. 292

Agenda No. 10. 2. 8.

Approved: APR 23 2014

TITLE:



RESOLUTION URGING NEW JERSEY'S FEDERAL LEGISLATIVE DELEGATION TO RESTORE FUNDING FOR HOUSING CHOICE VOUCHERS

WHEREAS Federal Housing Choice Vouchers provide assistance to more than 63,000 New Jersey residents who could not otherwise afford monthly rent; and,

WHEREAS the sequestration budget of 2012 resulted in the loss of nearly \$1 billion in funding for Federal Housing Choice Vouchers, resulting in 70,000 fewer available vouchers to at-risk households nationwide and 352 in the state of New Jersey; and,

WHEREAS current funding levels for Federal Housing Choice Vouchers are still \$320 million less than they were before the sequestration-level spending took effect; and,

WHEREAS the United States Congress has the opportunity to restore full funding for Federal Housing Choice Vouchers in a vote taking place on May 1, 2014;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that funding should be restored in full to the Federal Housing Choice Voucher program; and,

BE IT FURTHER RESOLVED that the Municipal Council of the City of Jersey City hereby urges each member of New Jersey's Congressional delegation vote in favor of the restoration of funding to the Federal Housing Choice Voucher program.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
701 Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk